

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 1

**Date:** March 4, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
9	99-030-09	Parsons Brinckerhoff Quade & Douglas, Inc. (also known as PB World) Samuel Tso	TY Lin International Group Delta Associated Engineers/ PB World PBS & J

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*Approved*  
*Board of Directors*

*Date:* March 4, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

10	04-008-04	DMJM+Harris (also known as AECOM) Vic Martinez	TRC (formerly Sequeira Infrastructure) EMI Earth Mechanics, Inc. Kantex Associated Engineers LSA Environmental Associates, Inc. LIN Consulting STB Landscape Architecture
16	C09148	Michael A. Bair	None

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X										
<b>Brad Mitzelfelt</b> Board of Supervisors	X											
<b>Paul Biane</b> Board of Supervisors	X											
<b>Josie Gonzales</b> Board of Supervisors	X	X										
<b>Neil Derry</b> Board of Supervisors		X										
<b>Charley Glasper</b> City of Adelanto	X	X										
<b>Rick Roelle</b> Town of Apple Valley	X	X										
<b>Julie McIntyre</b> City of Barstow	X	X										
<b>Bill Jahn</b> City of Big Bear Lake	X	X										
<b>Dennis Yates</b> City of Chino	X	X										
<b>Gwenn Norton-Perry</b> City of Chino Hills		X										
<b>Kelly Chastain</b> City of Colton	X	X										
<b>Mark Nuaimi</b> City of Fontana	X	X										
<b>Bea Cortes</b> City of Grand Terrace	*	X										
<b>Mike Leonard</b> City of Hesperia	X	X										

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X										
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X										
<b>Paul Eaton</b> City of Montclair	X	X										
<b>Jeff Williams</b> City of Needles	X	X										
<b>Alan Wapner</b> City of Ontario	X	X										
<b>Diane Williams</b> City of Rancho Cucamonga	X	X										
<b>Pat Gilbreath</b> City of Redlands	X	X										
<b>Grace Vargas</b> City of Rialto	*											
<b>Ed Scott</b> City of Rialto												
<b>Patrick Morris</b> City of San Bernardino	X	X										
<b>Jim Harris</b> City of Twentynine Palms	X	X										
<b>John Pomierski</b> City of Upland	X	X										
<b>Ryan McEachron</b> City of Victorville	X	X										
<b>Dick Riddell</b> City of Yucaipa	X	X										
<b>William Neeb</b> Town of Yucca Valley	X	X										
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X										

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X	X	X		X	X	X	X		
<b>Paul Biane</b> Board of Supervisors		X		X	X	X				X	X	
<b>Dennis Hansberger</b> Board of Supervisors	X	X		X	X		X	X	X		X	X
<b>Neil Derry</b> Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	X	X	X	X	X	X		
<b>Jim Nehmens</b> City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
<b>Lawrence Dale</b> City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X			X	X	X	X		X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X		X	X	X	X	X		X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X		*				X	
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X		X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
<b>Larry McCallon</b> City of Highland	X	X	X		X	X	*	*	X	X	X	X

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Robert Christman</b> City of Loma Linda	X	X		X	X	X	X					
<b>Rhodes 'Dusty' Rigbsy</b> City of Loma Linda								X	X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
<b>Rebecca Valentine</b> City of Needles		X	X	X	X	X	X	X	X	X	X	X
<b>Paul Leon</b> City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	X	X	X		X		X	*	X			X
<b>Patrick Morris</b> City of San Bernardino	X	X		X	X	X		X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X		X	X			X
<b>Mike Rothschild</b> City of Victorville	X	X	X	X	X	X	X	X	X	X	X	
<b>Ryan McEachron</b> City of Victorville												X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
<b>Chad Mayes</b> Town of Yucca Valley	X	X	*	*								
<b>William Neeb</b> Town of Yucca Valley					X	X	X	X	X	X	X	X
<b>Michael Perovich</b> Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
<b>Ray Wolfe</b> Ex-Official Member										X	X	X

X = member attended meeting.

\* = alternate member attended meeting. Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
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## *Minute Action*

AGENDA ITEM: 3

**Date:** March 4, 2009

**Subject:** Procurement Report for January 2009

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for period 12/15/08 to 1/15/09.

**Financial Impact:** This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was unanimously received by the Administrative Committee on February 11, 2009.

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

**PURCHASE ORDERS ISSUED FOR January 2009**

	<b>Vendor</b>	<b>Purpose</b>	<b>Sole Source Y/N</b>	<b>Amount</b>
P09147	Michael Bair	Transit and Rail Consulting Services	Y – Individual has unique qualifications and demonstrated experience	\$17,280.00
P09155	Vandermost Consulting Services	On-Call Environmental Services	Y – Regular contract to be approved by Board	10,000.00
P09160	Joshua Contracting Company	9 Miles of Clean Up and Maintenance on the Redlands Loop	Y – Special certificate for working on an active railroad Right of Way and the urgency for the work to be completed.	50,000.00
			<b>TOTAL PURCHASE ORDERS ISSUED</b>	<b>\$77,280.00</b>



## *Minute Action*

AGENDA ITEM: 4

**Date:** March 4, 2009

**Subject:** San Bernardino Associated Governments (SANBAG) Financial Audit

**Recommendation:**\* Receive the Annual Financial Audit for FY 2007/2008.

**Background:** The Joint Powers Agreement creating SANBAG, as well as the Single Audit Act of 1984 and the U.S. Office of Management and Budget (OMB) Circular A-133, require that an annual audit be conducted of the financial statements of SANBAG and its affiliated organizations. This audit for Fiscal Year 2007/2008 has been conducted by the firm of Vavrinek, Trine, Day & Co., LLP.

The audit was comprised of four basic elements:

1. Audit of SANBAG's Basic Financial Statements.
2. Audit of the State Transit Assistance Fund of the County of San Bernardino.
3. Audit of the Local Transportation Fund of the County of San Bernardino.
4. Compliance Reports (Single Audit) in accordance with OMB Circular A-133 for SANBAG.

The purpose of the audit is to provide the users with an independent basis for relying on management's assertions. Vavrinek, Trine, Day & Co. supports the assertion that the statements are fairly presented, in all material respects, and are in conformity with generally accepted accounting principles.

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

The audits of the Basic Financial Statements, the State Transit Assistance Fund, the Local Transportation Fund, and the Single Audit are provided as a separate attachment in the agenda packet. A management letter from Vavrinek, Trine, Day & Co. addressed to the Board is also included for your review.

***Financial Impact:*** This item has no direct impact on the budget. The findings presented are the result of an audit performed by Vavrinek, Trine, Day & Co., LLP. The approved budget/contract cost for the Fiscal Year 2008/2009 was \$63,000.

***Reviewed By:*** This item was unanimously received by the Administrative Committee on February 11, 2009.

***Responsible Staff:*** William Stawarski, Chief Financial Officer

## *Minute Action*

AGENDA ITEM: 5

**Date:** March 4, 2009

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:\***

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 (AB1012) requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the Federal Highway Administration (FHWA) to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 3 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by January 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. As of September 30, 2008, SANBAG has met AB1012 requirements for federal fiscal year 2006. Please refer to attached Caltrans Local Assistance "Apportionment Status Report" for apportionment balances for both CMAQ and STP funds. According to schedules provided by project sponsors in the quarterly reporting, SANBAG will meet the obligation requirements for fiscal year 08/09, as well.

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligational Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. In addition, FHWA has been issuing rescissions of federal apportionments. An analysis of the projected impacts of the OA Management Policy and the federal rescissions is necessary before allocation of additional funds.

***Financial Impact:*** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37309000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Planning and Programming Committee on February 18, 2009 and by the Mountain Desert Committee on February 20, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target Oblig.	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	\$224,000	10/11	1/11	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 1/11
Barstow Transit	3 - 32' CNG Replacement Vehicles	20041303	\$418,747	08/09	7/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	
MARTA	Replacement Paratransit Vehicle Purchase	200423	\$224,200	08/09	8/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	
MBTA	2 - 32' CNG Replacement Vehicles	20040812	\$274,797	08/09	7/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	
Victorville	Park & Ride at Victor Valley College	01-048	\$650,000	09/10	11/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be re-submitted 11/09
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	\$639,101	09/10	11/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 9/09
Victorville	Bear Valley Road / Fish Hatchery Rd Signal	20041201	\$180,000	09/10	11/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 6/09
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	\$1,136,725	08/09	7/09	\$265,590	Apr-08	Jul-08	Oct-08	Jan-09	
	<b>TOTALS</b>		<b>\$3,747,570</b>			<b>\$265,590</b>					

**Obligation Status**

<b>Fiscal Year 0809</b>
Obligated Amount to Date* \$8,250,655
Additional Obligation Scheduled by 10X9 \$1,788,879

**NOTES:**

\*. Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target Oblig	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Caltrans	I-215 - I-10 to SR 30 HOV Lanes & Op Improvements	713	\$47,007,000	08/09	8/09	\$33,754,000	Apr-08	Jul-08	Oct-08	Jan-09	
Cotton	Washington St at Riche Cyn & Huntia Ln Mitigation	00-102	\$400,000	09/10	8/10	\$80,000	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 9/09
San Bernardino	Metrolink Parking Structure	20020802	\$6,603,000	08/09	7/09	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 4/09
SANBAG	Rideshare Program for South Coast Air Basin	20040827	\$8,633,000	09/10	8/10	\$6,063,000	Apr-08	Jul-08	Oct-08	Jan-09	
SANBAG	Valley Traffic Signal Coordination - Tier 2	2001014	\$2,476,970	08/09	7/09	\$1,752,724	Apr-08	Jul-08	Oct-08	Jan-09	Remaining \$724,246 to move to Tier 3&4 for PS&E
SANBAG	Valley Traffic Signal Coordination - Tier 3 & 4	20061502	\$4,500,000	08/09	7/09	\$1,000,000	Apr-08	Jul-08	Oct-08	Jan-09	RFA-PE to be submitted 5/09
Upland	Upland Metrolink Station - Parking Expansion	20040825	\$2,776,800	10/11	3/11	\$0	*	*	Oct-08	Jan-09	RFA-CON to be submitted 11/10
	<b>TOTALS</b>		<b>\$70,601,770</b>			<b>\$42,626,724</b>					

**Obligation Status**

Fiscal Year 0909:	
Obligated Amount to Date*	\$68,046,336
Additional Obligation Scheduled by 1009	\$15,477,246

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CHAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Programmed Amount	Program Year	Target Oblig.	Obligated Amount	2008 Quarterly Reports				Comments
							1	2	3	4	
Adelanto	EI Mirage Rehab & Paving - West City Limits to US395	01-036	\$1,375,466	10/11	1/11	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 11/2010
Caltrans	I-215 - I-10 to SR30 HOV Lanes & Op Improvements	713	\$41,181,000	08/09	6/09	\$29,307,000	Apr-08	Jul-08	Oct-08	Jan-09	
Caltrans	NEPA Delegation Agreement with Local Assistance	NEPADEL	\$104,617	08/09	7/09	\$62,770	Apr-08	Jul-08	Oct-08	Jan-09	
Colton	Main Street and Iowa Avenue Intersection Improvements	01-077	\$30,000	08/09	6/09		Apr-08	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 4/09
Hesperia	Ranchero Rd Grade Separation	SBD031276	\$3,650,000	09/10	3/10	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 1/10
San Bernardino	State St 16th St to Foothill-Extend 2 lanes	01-082	\$1,925,000	09/10	3/10	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 1/10
SB County	SB County 110% Minimum Guarantee	SBCMG	\$6,566,214	08/09	7/09	\$5,471,845	Apr-08	Jul-08	Oct-08	Jan-09	
SB County	Needles Hwy-N St to Nevada State Line-Realign, Rehab	01-033	\$1,434,865	09/10	5/10	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-CON to be submitted 3/10
SB County	National Trails Hwy - Passing Lanes	01-038	\$1,597,284	09/10	3/10	\$0	Apr-08	Jul-08	Oct-08	Jan-09	RFA-ROW to be submitted 1/10
	<b>TOTALS</b>		<b>\$57,864,446</b>			<b>\$34,841,615</b>					

**Obligation Status**

Fiscal Year 08/09:	
Obligated Amount to Date*	\$68,566,340
Additional Obligation Scheduled by 10/09	\$13,146,216

NOTES:  
\* - Includes projects with closed contracts and projects funded through Board set-asides

***Minute Action***

**AGENDA ITEM: 6**

***Date:*** March 4, 2009

***Subject:*** Majestic Realty Proposal to Build a National Football League (NFL) Stadium and 3 Million Square Feet of Other Commercial, Office, and Industrial Facilities in the City of Industry

***Recommendation:***\* Note direction by the Plans and Programs Committee to send a letter (Attachment 1) to the project sponsor as described in the "Reviewed By" section.

***Background:*** In Spring 2008, Majestic Realty proposed an alternate plan of development for a 592 acre site in the City of Industry that had already been environmentally cleared and approved for 4.78 million square feet of commercial, office, and industrial uses. The site is located on either side of Grand Avenue immediately north of the SR-60 merge with SR-57. The alternate proposal includes a scaling back of the previously approved uses to about 3 million square feet, and the addition of a 75,000 seat NFL stadium and ancillary practice fields and training centers, team offices, sports medicine facilities, restaurant and entertainment venues, and parking for 25,000 vehicles.

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

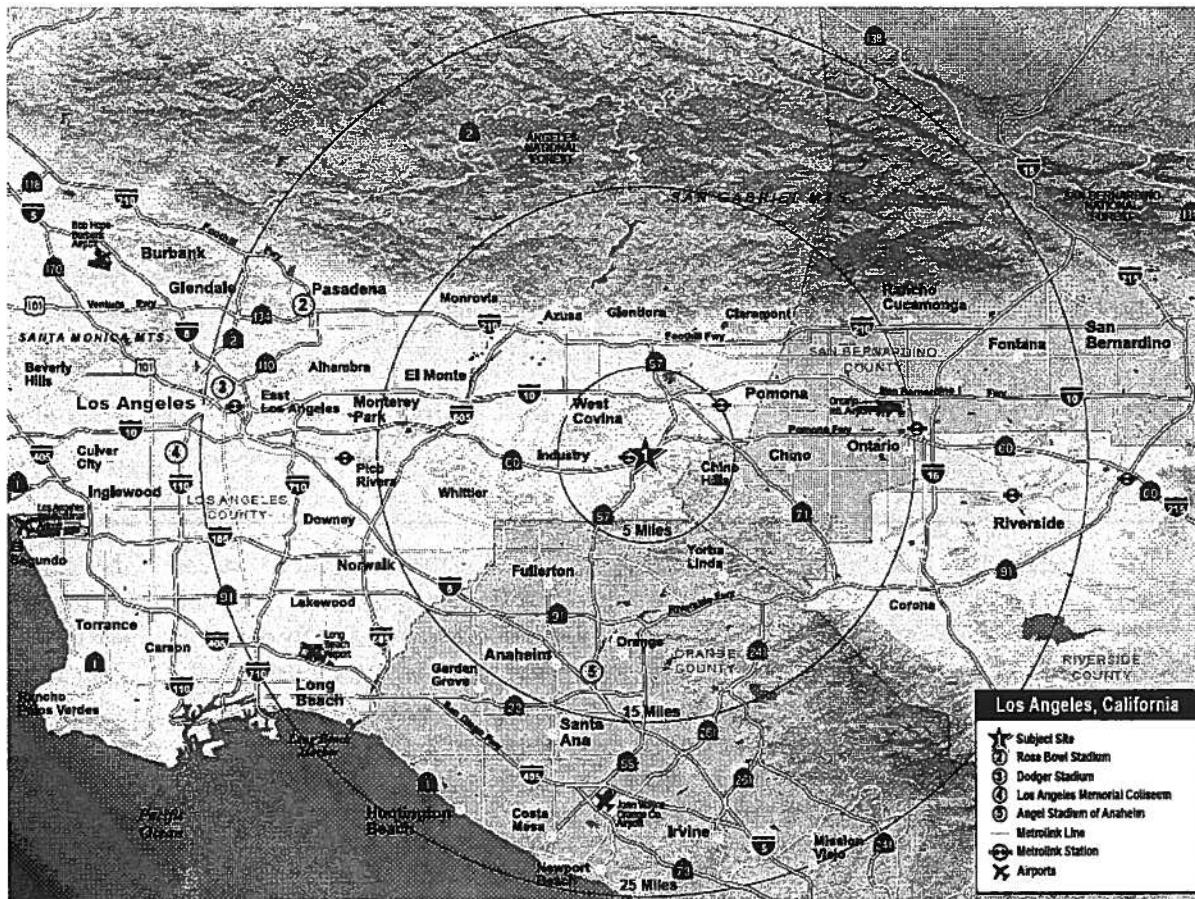
*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_





The supplemental Environmental Impact Report (SEIR) on the project was certified by the City of Industry on January 22, 2009. It found the Industry site to be the preferred development alternative among alternatives that included Anaheim, the Coliseum, and The Rose Bowl. Because the stadium is part of a larger project, the SEIR identifies traffic impacts with or without football games to be significant and unavoidable. As noted above, the stadium is actually a downscoping of an earlier, approved, much larger mixed commercial-office-industrial project, so that Majestic can claim (with some justification) that the stadium proposal lessens impacts relative to the previously approved development.

Mitigations include arterial, interchange ramp, and related local improvements, along with shuttles, buses, and Metrolink service. Infrastructure improvements are generally limited to Los Angeles County. Clearly, a project of this magnitude approximately five miles from the San Bernardino County line, is likely to have

effects, both positive and negative, on jurisdictions within southwestern San Bernardino County.

Majestic Realty's proposal includes conceptual site, grading, and landscape plans, and development standards for the project. Permits will require submission of Development Plan applications and City Council approval for each building.

A copy of the project brochure is included (Attachment 1), and copies of the SEIR Executive Summary (66 pages) are available on request. Majestic Realty staff was invited to provide a brief presentation and respond to questions on the proposed project, but could not attend.

***Financial Impact:*** This item has does not impact the approved Fiscal Year 2008-2009 SANBAG Budget.

***Reviewed By:*** The Plans and Programs Policy Committee, on February 18, 2009 directed staff to send a letter to the project proponents requesting that consideration be given to the results of a Regional Transportation Analysis of the project by the Southern California Association of Governments (in preparation) and further, that the project proponents give all reasonable consideration to event access by modes other than driving to minimize traffic impacts that may otherwise extend into San Bernardino County.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

February 18, 2009

Mr. John Semcken  
Vice President  
Majestic Realty  
13191 Crossroads Parkway North, Sixth Floor  
City of Industry, CA 91746-3497

Dear Mr. Semcken:

San Bernardino Associated Governments' Plans and Programs Policy Committee regrets not having a presentation on the proposed NFL Stadium Project by you or your staff yesterday, but nevertheless discussed the project and its effects on nearby communities, both negative and positive, based on the staff report contained in the agenda (attached) and information obtained by other committee members. The committee consists of the County Supervisors and nine Mayors of geographically representative cities throughout San Bernardino County. As its name indicates, the committee is responsible for recommendations to the SANBAG Board of Directors on a broad spectrum of transportation, growth, and air quality-related planning and fiscal issues.

The committee directed preparation of this letter to convey both support for the potentially positive economic effects of the project, and concern that the impacts of the project on the regional transportation system will almost certainly extend some distance into the communities of southwestern San Bernardino County. Our review of the Supplemental EIR for the project indicated that some local street and freeway interchange improvements are contemplated in Los Angeles County, as are some alternative access strategies including Metrolink, transit, and shuttles. However, the details of such alternatives and their potential to mitigate impacts extending in San Bernardino County are unclear.

At the direction of its Regional Council, SCAG is preparing a transportation analysis of this project that will evaluate its intercounty transportation impacts, and could serve as a basis on which to consider the ability of offsite parking coupled with rail, transit, or shuttle service to reduce such impacts. It seems likely that the availability of such alternatives, like buses from outlying areas to existing professional sports stadiums in the greater Los Angeles metropolitan area, could enhance interest among fans who would prefer to let others do the driving in addition to relieving traffic. We hope the results of SCAG's analysis will be useful to you in the formulation of stadium access strategies to the benefit of both neighboring communities and the project.

Mr. John Semcken  
February 18, 2009  
Page 2

SANBAG will be following the progress of the project, and enhanced access and traffic mitigation strategies associated with it, with considerable interest. Please don't hesitate to contact me if we can provide clarification on these issues.

Sincerely,

A handwritten signature in cursive script, reading "Deborah Robinson Barmack".

Deborah Robinson Barmack  
Executive Director

cc: San Bernardino Associated Governments Board of Directors  
Hasan Ikhrata, Executive Director, Southern California Association of Governments

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** March 4, 2009

**Subject:** Resolution Supporting the Green Valley Initiative

**Recommendation:\*** Approve Resolution No. 09-009 supporting the efforts of the Green Valley Initiative.

**Background:** The Green Institute for Village Empowerment (GIVE) is a non-profit organization dedicated to developing sustainable communities with a higher quality of life. On June 1, 2007, GIVE sponsored a meeting of 98 representatives from local cities, government agencies, universities, school districts, businesses and environmental groups from across Inland Southern California to establish the Green Valley Initiative (GVI).

This Initiative seeks to encourage the business sector to transform the Inland Empire into the nation's leader in the emerging industries of renewable energy, green technology, and recyclable materials. By helping to position the Inland Empire to take advantage of these emerging trends, the GVI hopes to bring about the creation of new jobs, greater opportunities for prosperity, and an improved quality of life for our region.

To accomplish its goal, the GVI has brought together nearly 500 of the regions leaders from government, education, business, tribal councils and established community stakeholder groups in the areas of policy, education and economic development. These working groups are leading the way to expand and

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

implement strategic plans for the Inland Empire to capitalize and prosper in a new green economy. The GVI has also completed, in conjunction with California State University, San Bernardino, a regional Quality of Life Survey to gauge the community's understanding of and position on green and sustainable choices in regard to lifestyle and economic development.

Another effort of the GVI has been to catalogue the region's existing resources and opportunities for expansion as it relates to a green economy. GVI has identified sources of capital and funding and has developed many outreach efforts. These efforts have attracted the attention of more than a dozen green tech companies interested in relocating to the region.

In an effort to further promote their efforts for the benefit of the Inland Empire, the GVI is seeking formal support from government agencies throughout the region. Both Riverside and San Bernardino Counties have issued proclamations of support along with many cities.

The efforts of the GVI are consistent with SANBAG's mission for improving our region and it is appropriate that SANBAG show its support with a formal resolution.

***Financial Impact:*** This item has no financial impact.

***Reviewed By:*** This item was reviewed by the Administrative Committee on February 11, 2009 and unanimously recommended for approval.

***Responsible Staff:*** Duane A. Baker, Director of Management Services

**RESOLUTION NO. 09-009**

**RESOLUTION OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS  
BOARD OF DIRECTORS WHICH SUPPORTS THE EFFORTS  
OF THE GREEN VALLEY INITIATIVE PROJECT  
OF THE GREEN INSTITUTE FOR VILLAGE EMPOWERMENT**

**WHEREAS**, the Green Valley Initiative is a project of the Green Institute for Village Empowerment (GIVE) which seeks to empower, encourage and promote principles of sustainability through education, training, and leading by example; and

**WHEREAS**, the vision of the Green Valley Initiative is to see the Inland Empire Region become a center of green technology with balanced economic and community development; and

**WHEREAS**, it is the mission of the Green Valley Initiative to transform Riverside and San Bernardino counties into a region that integrates people and business with natural resources to create jobs, new ventures, greater opportunities and a higher quality of life; and

**WHEREAS**, the Green Valley Initiative endeavors to work with the two counties, all cities, civic, business, economic development, educational and tribal groups to develop model policies and programs that foster sustainable economic development, education and growth; and

**WHEREAS**, regional organizations, counties, cities and businesses will work together with Green Valley Coordinators to accomplish the goal of creating a healthy economic and environmental future by establishing the region as a center for green technology; and

**WHEREAS**, the efforts of this initiative benefit all Green Valley participants and the public.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the San Bernardino Associated Governments hereby supports the efforts of the Green Valley Initiative to develop the Inland Empire as a center of green technology and will participate in the development of model policies and programs to achieve this goal.

Approved by the Board of Directors of the San Bernardino Associated Governments at a regular meeting thereof held this March 4, 2009.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

## *Minute Action*

### AGENDA ITEM: 8

**Date:** March 4, 2009

**Subject:** Amendment to Budget Task 80509000 – Building Operations

**Recommendation:\*** Approve an amendment to Budget Task 80509000 – Building Operations, increasing the expenses \$4,800 for professional services for a budget authority of \$69,800; and amend the funding sources to include an additional \$6,000 from Amtrak.

**Background:** In October 2007 the Board approved a letter agreement with the National Passenger Railroad Corporation (Amtrak). Under the terms of that agreement, Amtrak would pay SANBAG \$500.00 a month to allow the depot main lobby to open for the Southwest Chief passengers.

The City of San Bernardino and SANBAG worked with the San Bernardino Historic and Pioneer Society (SBHPS) and the San Bernardino Railroad Historical Society (SBRHS) to develop a volunteer Station Host Program that would allow the main lobby to be open, under their supervision, for the morning and evening Southwest Chief train arrivals; 5:32 a.m. westbound and 8:29 p.m. eastbound.

The distribution of the funds that would be paid to each historic society was established at \$200.00 each month for operating a Station Host Program. SANBAG would retain \$100.00 a month. It was acknowledged by the committee that, because of the train arrival times, the implementation of a volunteer station

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



host program is the most cost-effective method of meeting the terms of our agreement with Amtrak.

The approval of the contracts with Amtrak, and with the two historical societies, took place during the preparation of the 2008/2009 budget. The funding from Amtrak for the host program and the contracts to the two historical societies were inadvertently excluded in the final budget, which was approved in June 2008.

***Financial Impact:*** This item is not consistent with the adopted budget. As noted above, SANBAG would recognize additional funding of \$500.00 per month from Amtrak. The additional revenue would then offset the depot operating expenses, which includes the payment to the two historical societies. This action also adds the additional expense of funding the host program to the current budget for task 80509000.

***Reviewed By:*** This item was reviewed by the Administrative Committee on February 11, 2009 and unanimously recommended for approval.

***Responsible Staff:*** William Stawarski, Chief Financial Officer

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** March 4, 2009

**Subject:** Amendment No. 9 to Contract 99-030 with Parsons Brinckerhoff Quade & Douglas, Inc. (PBQ&D) for Design Services for the Route 30/210 Segment 11 Project

**Recommendation:\*** Approve Amendment No. 9 to Contract 99-030 with Parsons Brinckerhoff Quade & Douglas, Inc. (PBQ&D) increasing the contract amount by \$405,000 for a new total of \$14,830,884.66.

**Background:** This is an amendment to an existing contract. In 1999 through a competitive qualification based selection process, PBQ&D was selected to perform final design services for Contract 3, the State Route 210 Segment 11 project. This segment is the easterly most segment of the new SR 210 freeway and includes the SR 210 Freeway to Interstate 215 Freeway interchange. In May 2007 meeting, the Board authorized Amendment Number 8 for combining Contract 3 with I-215 Segment 5 into a single PS&E package. This amendment will cover the additional out of scope costs not previously identified.

This amendment will fund a constructability review which lead to revised traffic handling plans which will shorten the construction duration by 6 months. Other items funded by this amendment include completion of design adjustments, additional out of scope items, and permit fees as detailed in Attachment A. The total cost of this amendment is \$405,000 and includes a 10% contingency.

\*

*Approved*  
*Board of Directors*

*Date:* March 4, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** Item is consistent with current Fiscal Year 2008/2009 budget. TN 820.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 12, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

## SANBAG Contract No. 99-030-09

by and between

San Bernardino County Transportation Authority

and

Parsons Brinckerhoff Quade &amp; Douglas, Inc.

for

Route 210 Design Services, Segment 11

FOR ACCOUNTING PURPOSES ONLY												
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # 12620 Vendor ID <u>PBQDI</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment									
Notes:												
Original Contract:      \$ <u>6,399,983</u>  Contingency Amount:      \$ <u>639,998</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Previous Amendments Total:</td> <td style="text-align: right;">\$ <u>7,283,130.60</u></td> </tr> <tr> <td>Previous Amendments Contingency Total:</td> <td style="text-align: right;">\$ <u>65,882.06</u></td> </tr> <tr> <td>Current Amendment:</td> <td style="text-align: right;">\$ <u>370,000.00</u></td> </tr> <tr> <td>Current Amendment Contingency:</td> <td style="text-align: right;">\$ <u>35,000.00</u></td> </tr> </table>				Previous Amendments Total:	\$ <u>7,283,130.60</u>	Previous Amendments Contingency Total:	\$ <u>65,882.06</u>	Current Amendment:	\$ <u>370,000.00</u>	Current Amendment Contingency:	\$ <u>35,000.00</u>
Previous Amendments Total:	\$ <u>7,283,130.60</u>											
Previous Amendments Contingency Total:	\$ <u>65,882.06</u>											
Current Amendment:	\$ <u>370,000.00</u>											
Current Amendment Contingency:	\$ <u>35,000.00</u>											
Contingency Amount requires specific authorization by Task Manager prior to release.												
<b>Contract TOTAL →</b>				<b>\$ <u>14,830,884.66</u></b>								
↓ Please include funding allocation for the original contract or the amendment.												
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>								
<u>820</u>	<u>5554</u>	<u>Measure I</u>	<u>1300</u>	\$ <u>405,000</u>								
_____	_____	_____	_____	\$ _____								
_____	_____	_____	_____	\$ _____								
_____	_____	_____	_____	\$ _____								
Original Board Approved Contract Date: <u>5/5/99</u> Contract Start: <u>5/12/99</u> Contract End: <u>6/30/06</u> New Amend. Approval (Board) Date: <u>11/5/08</u> Amend. Start: <u>11/5/08</u> Amend. End: <u>12/31/15</u>												
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>												
<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>405,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>0</u>									
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>820E9030</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No												
CONTRACT MANAGEMENT												
<b>Please mark an "X" next to all that apply:</b>												
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local												
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %												
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Stephen Yench</u>									

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**AMENDMENT NO. 9**  
**CONTRACT NO. 99-030-09**  
**AGREEMENT BETWEEN**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.**

This AMENDMENT No. 9 to SANBAG Contract No. 99-030 entered into this 12th day of February 2009, by the firm of Parsons Brinckerhoff Quade & Douglas, Inc., hereafter referred to as CONSULTANT, and the San Bernardino Associated Governments/San Bernardino County Transportation Authority, hereafter referred to as AUTHORITY, collectively hereafter referred to as PARTIES:

**WITNESSETH**

WHEREAS, SANBAG under Contract C99030 has engaged the services of CONSULTANT to provide Final Design Engineering Services for State Route 210, Segment 11, hereafter referred to as the PROJECT; and,

WHEREAS, the PARTIES desire to amend the aforesaid contract; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 99-030 as follows:

1. The contract scope of services is hereby amended to include the work described in Attachment "A" of this Amendment which is hereby incorporated into the Agreement.
2. The not-to-exceed cost of Contract No. 99-030 shall be increased by \$405,000.00 for a not-to-exceed total contract amount of \$14,830,884.66. The costs shall include all work performed by subconsultants, and all overhead costs, other direct costs, and fee for CONSULTANT and subconsultants, as detailed in Attachment "A".
3. Except as amended by this amendment, all other provisions of Contract No. 99-030 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**Parsons Brinckerhoff Quade & Douglas, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Vicki Watson  
Board Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

## ATTACHMENT A



**Parsons  
Brinckerhoff**

685 E. Carnegie Drive  
Suite 210  
San Bernardino, CA 92408  
Main: 909-888-1108  
Fax: 909-889-1884

PB Project No. 12620C

February 17, 2009

Mr. Stephen Yench  
San Bernardino Associated Governments  
1170 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92401-1715

Subject: SR-210 Segment 11 Contract 3 - Amendment Request

Dear Steve:

Attached is our cost estimate and labor hour breakdown for additional work requested by SANBAG and other additional work we have identified to be out of scope. The services described below are scheduled to be complete by June 30, 2009. As approved with our last amendment, this amendment does not include the salary cap included in our original contract.

The following is a cost summary and description of the additional scope items.

### **COST SUMMARY:**

Task 1.0	ADDITIONAL PROJECT MANAGEMENT AND ADMINISTRATION	\$ 24,820.62
Task 2.0	CALTRANS AAA AND PROJECT COMBINING	\$171,400.13
Task 3.0	SOUNDWALL ADDITION ON RETAINING WALL NO.54	\$ 10,041.55
Task 4.0	ADDITIONAL HILLWOOD COORDINATION	\$ 2,611.13
Task 5.0	ADDITIONAL DESIGN EXCEPTION WORK	\$ 15,503.35
Task 6.0	ADDITIONAL NW CONNECTOR WORK	\$ 59,770.00
Task 7.0	ADDITIONAL COUNTY FLOOD CONTROL PERMIT COOR	\$ 6,747.35
Task 8.0	ADDITIONAL WET UTILITY DESIGN AND COORDINATION	\$ 54,979.42
Task 9.0	ADDITIONAL UTILITY PS&E REVISIONS AND COOR	\$ 4,303.75
TOTAL		\$350,177.30
PERMIT FEES		\$ 19,805.00

**Over a Century of  
Engineering Excellence**



**ADDITIONAL WORK DESCRIPTION:**

**Task 1.0 – Additional Project Management and Administration**

This task includes attending regular status meetings and other focus meetings, coordinating tasks defined in this amendment, and processing subcontract amendments and invoices.

**Task 2.0 – Caltrans AAA and Project Combining**

The original scope was based on SANBAG advertising, awarding, and administering (AAA) the project. In August 2008, a decision was made to have Caltrans AAA the project requiring additional reviews and processes that we not envisioned. This was also complicated by the combining of the two projects (a previous decision) which required updating information that was previously completed. A full list of subtasks associated with this task can be found in the attached cost proposal. Most of these subtasks were derived from the weekly AAA status meeting action item list.

**Task 3.0 – Soundwall Addition on Retaining Wall No. 54**

Caltrans negotiations with a business property owner adjacent to Retaining Wall No. 54 led to a decision to provide a 6' block wall on top of the retaining wall to address security concerns from the property owner. Soundwall on top of retaining wall details were added to the PS&E to address the issue. A revision to the Foundation Report for Retaining Wall No. 54 was also required to support this design change. This work was performed by Group Delta.

**Task 4.0 – Additional Hillwood Coordination**

The City of San Bernardino brought up issues related to the channel design along the Hillwood property and specifically access for maintenance of the basin south of the Hillwood development. Although no design revisions were made, additional coordination and responses to requests for information were required to resolve this issue.

**Task 5.0 – Additional Design Exception Work**

Supplemental Mandatory and Advisory Design Exceptions Fact Sheets had been submitted to Caltrans. The PS&E had been completed based on verbal agreement that these exceptions would be approved. Caltrans late response to these fact sheets resulted in multiple resubmittals with minor changes and ultimately significant changes that impact 18 plan sheets after the project has been submitted to HQOE.

**Task 6.0 – Additional NW Connector Work**

Reanalysis of the NW Connector was performed which lead to a design revision, and an update to plans, quantities and specifications. This work was performed by TYLIN. A design change to a bent location also required an update to the Foundation Report for the NW Connector. This work was performed by Group Delta.





Task 7.0 – Additional County Flood Control Permit Coordination

A flood control permit application was submitted to County for proposed improvements to the Muscott Storm Drain System. A meeting was held with the County to address comments including a request for access to the system from Caltrans ROW. Caltrans was not in agreement with this request so the County recommended that Caltrans take over ownership and maintenance of the facility. Coordination with Caltrans led to acceptance of this approach contingent on replacement of the County owned storm drain. Revisions have been made to the PS&E and the permit application and cover letter were revised accordingly.

Task 8.0 – Additional Wet Utility Design and Coordination

Water relocation plans for a single location north of Highland Ave within the I-215 Segment 5 project were previously added to PB's scope by amendment. This effort has grown significantly to a much lengthier relocation along City streets. In addition, new locations within the Segment 5 project were added to the scope. Relocation of the water line along the realigned Little Mountain Drive within the Segment 11 project required a soils report and structural analysis for tie-down anchors due to the size of pipe. Group Delta provided the required soils report. Additional coordination and design of the sewer facilities crossing I-215 north of 27<sup>th</sup> Street has been required to address the City's requirements.

Task 9.0 – Additional Utility PS&E Revisions and Coordination

A decision was previously made to complete utility relocations during the construction phase. The PS&E was developed and submitted based on this assumption. A recent meeting with Caltrans led to a decision to relocate as many of the utilities as possible prior to construction. This will require modifying the PS&E to reflect utilities as relocated and changes to the utility specifications.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

PARSONS BRINCKERHOFF, INC.

A handwritten signature in black ink that reads 'David K. Thomas'. The signature is written in a cursive, flowing style.

David Thomas  
Project Manager

Cc: Martha Garcia  
File

## ATTACHMENT A

**TYLIN** INTERNATIONAL

engineers | planners | scientists

February 4, 2009

Mr. David Thomas, P.E.  
**Parsons Brinckerhoff**  
685 E. Carnegie Drive, Suite 210  
San Bernardino, CA 92408

**Subject: SR210 Segment 11 – Contract 3 Shelf Update  
Request for Amendment No. 3  
Reanalysis of the N215-W210 Connector Due to Wind Load on the Soundwall**

Dear David:

T.Y. Lin International (TYLI) is respectfully submitting this request for Amendment No. 3 to our current scope and fee for the subject project. Significant reanalysis and design was required to address Caltrans comments received late in the process. This amendment to TYLI's current Contract 3 Shelf Update Scope and Fee is to add the effort needed:

- to reanalyze the structure with added dead load due to the ballast in the southerly box girder cell in span 1 and an enlarged end diaphragm at the abutment. The reanalysis included relocating Bent 2 to increase the length of Span 1 by 5 meters and reducing the height of the soundwall to match the minimum height required to comply with the Noise Study,
- to eliminate the elastomeric bearing pads at the abutments and designing PTFE spherical bearings,
- to revise the design of the shear keys at the hinges to eliminate the internal keys,
- to update the structure design calculations to document the changes, including performing an independent check of the reanalysis and design,
- to update the plans for the N215-W210 Connector to show the revised details,
- to update the quantity calculations and check calculations and update the marginal estimate, and
- to update the structure special provisions to eliminate the tie-downs and add the ballast and address the other minor comments.

### *Scope of Work*

The tasks involved in the scope of work for this amendment essentially consist of performing many of the final design tasks for the structure covered in the original scope of work included in the following Milestones:

#### **Milestone 6 – 95% Structures Plans, Specifications and Estimates (PS&E)**

- ♦ Attend a meeting with Caltrans staff in Sacramento to discuss and agree to a resolution to the torsion concerns and other comments.
- ♦ Perform a reanalysis of the structure, including seismic, to verify the revised configuration of the structure will be within design parameters without uplift at the abutments. Complete design of all new or revised components. Document revised analysis and designs in structural calculations.
- ♦ Perform an independent check to verify the revised analysis and designs. Prepare independent check structural calculations.
- ♦ Revise the plans to reflect the changes and address all comments.
- ♦ Update quantities for the various affected contract items of bridge work in accordance with Bridge Design Aids Section 11. Update independent check quantities for each contract item.

- ◆ Update the Marginal Estimate for all Contract 3 structures based on quantities and unit prices received from the other structures design team members.
- ◆ Provide edits to the Structure Special Provisions to incorporate the necessary updates and revisions.
- ◆ Submit deliverables to PB for full review by Caltrans and SANBAG.

**Bridge Deliverables:**

- 95% Bridge Plans
- Structural and Structural Check Calculations
- Quantity and Quantity Check Calculations including Quantity Summary Forms
- Marginal Estimate Form
- Structure Special Provisions edits

**Milestone 7 – Final Plans, Specifications and Estimates (PS&E)**

*Final Approved Structure PS&E*

- ◆ Make revisions to structural calculations, plans, marginal estimate and special provisions as required to adequately respond to all Caltrans and SANBAG comments.
- ◆ Submit deliverables to PB for final review by Caltrans and SANBAG.

**Structure Deliverables:**

- Form of responses to comments
- Final Bridge Plans
- Any Revised Pages of Structural and Structural Check Calculations
- Any Revised Pages of Quantity and Quantity Check Calculations
- Quantity Summary Forms and Marginal Estimate Form

**Milestone 8 – Final Structures PS&E to Caltrans DOS**

- ◆ Respond to and incorporate any final review comments on the Structure PS&E package.
- ◆ Submit deliverables to PB for final DOS approval.

**Structure Deliverables:**

- Form of responses to comments
- Any Revised Bridge Plan Sheets
- Any Revised Quantity Summary Forms and/or Marginal Estimate Form
- Final Structure Special Provisions, if revised
- Electronic Files of Bridge Plans

**Milestones 9 and 10 – Final Structure PS&E to Caltrans HQ**

- ◆ Respond to any final review comments on the Structure PS&E package
- ◆ It is assumed no further revisions or submittals will be required.

**Services Not Included**

- ◆ Bid Support
- ◆ Construction Support

## ATTACHMENT A

SR210 Segment 11 – Contract 3 Shelf Update  
Amendment No. 3 – February 4, 2009  
Page 3 of 3

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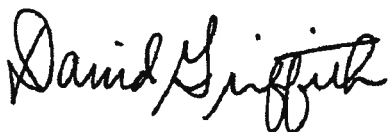
### *Fees*

The above additional scope of work will be performed for the additional hours and labor costs as summarized in the attached table. The additional reimbursable expenses are estimated at \$670 for travel costs for the meeting in Sacramento with Caltrans staff. Therefore the total additional fees for this amendment are **\$53,750.00**. These additional fees will be invoiced in accordance with our Agreement and will not be exceeded without prior written authorization.

Thank you for your consideration. Please contact me with any questions.

Sincerely,

**T.Y. LIN INTERNATIONAL**



---

David Griffith, PE  
Supervising Bridge Engineer

# ATTACHMENT A

## SR-210 SEGMENT 11 CONTRACT 3 SHELF UPDATE MANPOWER ESTIMATE

Task No.	Subtask No.	Task Description	David Thomas	Dhyan Teltam	Oliver Quam	Dennis Rodriguez	Victor Rodriguez	Chloe GIBB	Shirley Rodriguez	Shirley J. J. J.	Michael Rodriguez	Joseph Rodriguez	Sam Rodriguez	Larry Rodriguez	Heidi Rodriguez	Abraham Rodriguez	John Rodriguez	John Rodriguez	James Rodriguez	Kevin Rodriguez	Jerry Rodriguez	Paul Rodriguez	Mark Rodriguez	PS Hours	Cost
			75.38	38.20	40.05	41.38	32.01	40.73	38.25	38.25	38.01	27.60	31.36	37.58	37.41	29.67	35.05	70.32	24.02	20.09	30.72	35.02	38.35		PS
			207.280	105.05	110.14	113.80	88.03	112.01	99.08	99.08	107.28	78.73	88.24	103.35	102.83	81.59	98.04	183.38	67.71	53.26	84.48	97.95	98.98		PS
1.0		ADDITIONAL PROJECT MANAGEMENT	86	24																			24	144	\$24,620.02
2.0		CALTRANS AAA AND PROJECT COORDINING																							
2.1		RESPONDING TO DOE COMMENTS	81	30	6	25			3	3	74	12	4	113	12	9	70	38	34	13	6			539	\$56,550.09
2.2		RESPONDING TO CONSTRUCTION COMMENTS FROM JACO AND CALTRANS	86	20	8	15			3												6	6		165	\$16,002.86
2.3		UPDATE SUPPLEMENTAL PROJECT REPORT	4																					4	\$420.20
2.4		SMOR COVER LETTER AND SMOR REVISIONS	4						4															8	\$818.05
2.5		PE UTILITY CERTIFICATION MODIFICATION	2																					2	\$210.10
2.6		SW CALCULATION SHEET	10																					10	\$1,050.50
2.7		SW CERTIFICATION (REQUIRED IF SW ITEMS ARE NOT ON PHVA APPROVED LIST)	10						4	4														16	\$1,878.38
2.8		PROPRIETARY ITEMS LETTER AND PFE	4																					4	\$420.20
2.9		COST ESTIMATE CERTIFICATION	40																					40	\$4,202.00
2.10		RESPONDING TO 1ST SET OF COMMENTS FROM CT HQ	90	30	20	30					40	20	20	20	20	20	40	20	20	20	20	20		460	\$44,678.00
2.11		RESPONDING TO 2ND SET OF COMMENTS FROM CT HQ	46	15	10	15					20	10	10	10	10	10	20	10	10	10	10	10		226	\$22,438.45
2.12		RESPONDING TO 3RD SET OF COMMENTS FROM CT HQ	22.5	7.5	5	7.5					10	5	5	5	5	5	10	5	5	5	5	5		112.5	\$11,218.73
3.0		BOUNDARY ADDITION ON RETAINING WALL NO. 14																							
3.1		BOUNDARY ADDITION ON RETAINING WALL NO. 14 PILE REVISIONS	20			20																		40	\$3,861.55
3.2		FOUNDATION REPORT ADDENDUM (BOUNDARY ADDITION ON RETAINING WALL)																						0	\$0,180.00
4.0		ADDITIONAL HILLWOOD COORDINATION	6	2		20																		28	\$2,811.13
5.0		ADDITIONAL DESIGN EXCEPTION WORK																							
5.1		DESIGN EXCEPTION FACT SHEET PREPARATION FOR REVISIONS	28	8																				34	\$3,612.40
5.2		UPDATING PILE FOR DESIGN EXCEPTIONS NOT APPROVED	84	30	4	16																		114	\$11,680.95
6.0		ADDITIONAL NW CONNECTOR WORK																							
6.1		ADDITIONAL NW CONNECTOR DESIGN WORK																						0	\$53,750.00
6.2		NW CONNECTOR FOUNDATION REPORT ADDENDUM 2																						0	\$0,000.00
7.0		ADDITIONAL COUNTY FLOOD CONTROL PERMIT COORDINATION																							
7.1		CAGE FOR MANHOLE AFFECTED PILE	16	8																				24	\$2,561.00
7.2		ADDITIONAL ENCROACHMENT EXCEPTION	6																					6	\$940.40

SR-210 SEGMENT 11  
**CONTRACT 3 SHELF UPDATE**  
 MANPOWER ESTIMATE

Task No.	Subtask No.	Task Description	David Thomas	Dylan Tatum	Oliver Owens	Danah Reddigant	Vincent Boughal	Chloe Owens	Brian Youngblood	Kimberly Jankel	Madison Reddigant	Joseph Campbell	Sam Zink	Larry Humber	Heider Horn	Abraham Reddigant	Malissa Leung	John Korman	John Reddigant	Karen Reddigant	Larry Humber	Paul Tamm	Martha Gaudin	PI Hours	Cost			
			75.38	38.20	40.05	41.36	32.01	40.73	42.30	38.25	38.01	27.80	31.36	37.08	37.41	29.87	35.85	70.32	24.82	20.08	30.72	35.82	36.35				PB	
			207.285	105.06	110.14	113.80	88.03	112.01	118.33	88.69	107.28	78.73	86.24	103.35	102.88	81.59	98.04	183.38	87.71	65.25	84.48	87.86	88.88					
	7.3	COVER LETTER PREPARATION AND PERMIT APPLICATION REVISIONS					8																8				\$704.22	
	7.4	REPLACE CULVERT EFFECTED PERMITS					20																30				\$2,840.83	
8.0	8.1	ADDITIONAL WET UTILITY DESIGN AND COORDINATION																										
	8.2	ADDITIONAL WATER RELOCATION DESIGN INCLUDING SEGMENT 5				10		165	120														296				\$33,678.19	
	8.3	SOIL SAMPLING FOR WATERLINE																					0			\$11,130.00		
	8.4	ADDITIONAL SEWER RELOCATION DESIGN				10		40	40														60				\$10,274.25	
9.0		ADDITIONAL UTILITY PERMITS REVISIONS AND COORDINATION		20	20																		40				\$4,303.78	
SUBTOTALS		TYLIN																							\$53,750.00			
		PBSAJ																							\$11,300.00			
		GROUPDELTA																								\$23,350.00		
		PB																									\$391,789.30	
TOTAL			86	801.5	110.14	73	188.3	206	180	14	148	47	38	148	47	140	140	73	88	48	48	43	24	2,422.86	\$53,750.00	\$11,300.00	\$23,350.00	\$391,789.30
PERMIT FEES																											\$19,883.00	

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 10

**Date:** March 4, 2009

**Subject:** Amendment No. 4 to Contract 04-008 with DMJM HARRIS for PS&E services for the I-215 Segment 5 Project

**Recommendation:**\* Approve Amendment No. 4 to Contract 04-008 with DMJM HARRIS increasing the contract amount by \$220,000 for a new total of \$5,061,673.30.

**Background:** This is an amendment to an existing contract. In 2003 through a competitive qualifications based selection process, DMJM+Harris was selected to provide final design services for the Interstate 215 Segment 5 project, the northernmost segment of I-215 widening between I-10 and SR-210. This segment overlaps the SR-210 Segment 11 Contract 3 that includes the high speed freeway to freeway connectors. Both projects are in their last phases of final design. At its May 2007 meeting, the Board authorized combining this segment with SR-210 Segment 11 Contract 3 into a single PS&E package.

This amendment will fund work to be performed that was not included in the prior scopes of work for I-215 Segment 5. The majority of the costs were accrued in revising the traffic handling plans to allow the contractor greater access to the work area and decrease the overall contract time by six months. In addition, a drainage system redesign eliminated permanent right of way impacts to the commercial property and resolved a right of way issue on the

\*

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*Approved*  
*Board of Directors*

*Date:* March 4, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

project. A full breakdown of additional scope items is detailed in Attachment A and totals \$220,000 which includes a 10% contingency.

***Financial Impact:*** Item is consistent with the current 08/09 Fiscal Year Budget. TN 834.

***Reviewed By:*** This item was reviewed and recommended for approval (13-0-1; Abstained: Wapner) by the Major Projects Committee on February 12, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



## SANBAG Contract No. 04-008-04

by and between

San Bernardino County Transportation Authority

and

DMJM Harris

for

PS&amp;E, I-215, Segment 5

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # Vendor ID <u>DMJM2</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>825,589</u>		Previous Amendments Total: \$ <u>3,162,087.00</u>		
Contingency Amount: \$ <u>131,486</u>		Previous Amendments Contingency Total: \$ <u>339,198.00</u>		
		Current Amendment: \$ <u>200,000.00</u>		
		Current Amendment Contingency: \$ <u>20,000.00</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>5,061,673.30</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
<u>834</u>	<u>5554</u>	<u>Measure I</u>	<u>1300</u>	<u>\$220,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/2/03</u> Contract Start: <u>7/2/03</u> Contract End: <u>7/2/04</u>				
New Amend. Approval (Board) Date: <u>11/5/08</u> Amend. Start: <u>11/5/08</u> Amend. End: <u>12/31/09</u>				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>220,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>		\$ <u>0</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>83409000</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Stephen Yench</u>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**AMENDMENT NO. 4**  
**CONTRACT NO. 04-008-04**  
**AGREEMENT BETWEEN**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**DMJM HARRIS**

This AMENDMENT No. 4 to SANBAG Contract No. 04-008 entered into this 12th day of February 2009, by the firm of DMJM HARRIS, hereafter referred to as CONSULTANT, and the San Bernardino Associated Governments/San Bernardino County Transportation Authority, hereafter referred to as AUTHORITY, collectively hereafter referred to as PARTIES:

**WITNESSETH**

WHEREAS, SANBAG under Contract 04-008 has engaged the services of CONSULTANT to provide services to prepare and complete Plans, Specifications, and Estimate for Interstate 215, Segment 5, hereafter referred to as the PROJECT; and,

WHEREAS, the PARTIES desire to amend the aforesaid contract; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 04-008 as follows:

1. The contract scope of services is hereby amended to include the work described in Attachment "A" of this Amendment which is hereby incorporated into the Agreement.
2. The not-to-exceed cost of Contract No. 04-008 shall be increased by \$220,000.00 for a not-to-exceed total contract amount of \$5,061,673.30. The costs shall include all work performed by subconsultants, and all overhead costs, other direct costs, and fee for CONSULTANT and subconsultants, as detailed in Attachment "A".
3. Except as amended by this amendment, all other provisions of Contract No. 04-008 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**DMJM HARRIS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Vicki Watson  
Board Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

AECOM  
1131 W. Sixth Street, Suite 350, Ontario CA 91762  
T (909) 933-5225 F (909) 933-5228 www.AECOM.com

January 28, 2009

Mr. Steve Yench, P.E.  
Project Manager  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

**Subject: Contract No. 04-008, I215 Segment 5 - Additional I215 Segment 5/SR210 Segment 11 Work**

Dear Steve:

AECOM (DMJM Harris) is pleased to submit a scope of work and fee proposal for additional work associated with the I215 Segment 5/SR210 Segment 11 project. The work items are:

- SANBAG requested that AECOM provide a delineator to work at the Caltrans District 8 office to assist the Office Engineer with plan revisions.
- A drainage system was redesigned to minimize right of way impacts to a commercial property.
- Sewer relocation plans were prepared.
- Stage construction plans were revised to reduce the overall duration of I215 Segment 5/SR210 Segment 11 construction.

The total estimated cost of the additional work is \$200,000. Each of the work items are discussed below.

#### **Delineator at Caltrans**

Caltrans and SANBAG agreed to have Caltrans Advise, Award and Administer (AAA) the combined I215 Segment 5/SR210 Segment 11 project. This required major changes to the format of the plan sheets. To facilitate this effort, SANBAG and Caltrans requested that AECOM provide a delineator (CADD designer) to work at the Caltrans District 8 office with the Caltrans Office Engineer. A delineator was assigned to work at Caltrans for seven weeks.

#### **Drainage System redesign near Home Depot**

On the eastside of Northbound I215 the project proposed to construct a drainage channel adjacent to the new freeway shoulder. This improvement would require acquisition of right of way from the Home Depot property. During the right of way acquisition process the Home Depot property owner indicated that the proposed acquisition of a portion of the property

## ATTACHMENT A - SANBAG Contract C04-008 Amendment No.4 Added Work

Mr. Steve Yench  
January 28, 2009  
Page 2 of 2

would adversely impact the delivery operations for Home Depot. This had the potential of requiring the State to purchase the entire property. To avoid impacting the property, AECOM developed a drainage alternative that did not require any permanent right of way acquisition from the Home Depot property. The alternative required additional drainage analysis and designing a reinforced concrete box culvert that could be constructed beneath the future shoulder of the freeway. The alternative also required that a retaining wall be integrated into the culvert design. Revised plans have been approved by Caltrans and are included in the Segment 5 plan set.

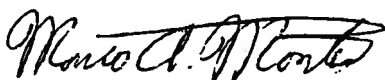
### **Sewer System Design**

The I215 Segment 5 project requires the relocation of an existing sewer line that is in conflict with the improvements. SANBAG and the City of San Bernardino requested that AECOM prepare the sewer relocation plans. This work was not in the original scope of services for the Segment 5 contract.

### **Revisions to Stage Construction Plans**

The AECOM team attended several meeting with SANBAG and Caltrans to review the combined staged construction and traffic handling plans. The staging plans were originally developed to provide a four year construction period for the combined Segment 5 and 11 project. This matched the construction duration for I215 Segment 1+2 (the Segment to the south). SANBAG requested that AECOM develop an accelerated construction staging plan to provide benefits to the public as soon as possible (see additional information provided by TRC).

Respectfully submitted,  
AECOM



Mario A. Montes, P.E.  
Deputy Project Manager  
(909) 933-5225 x225  
[mario.montes@aecom.com](mailto:mario.montes@aecom.com)

Attachments



**DESIGN SERVICES FOR I-215 SEGMENT 5  
AMENDMENT TO SCOPE OF SERVICES  
Additional Costs for Stage Construction Revisions  
and Services beyond 100% Submittal to District Office Engineer**

This scope of work is for:

- Additional unanticipated efforts incurred to redesign the stage construction for the combined I-215 Segment 5 and SR-210/Contract 3/Segment 11 improvements.
- Design services beyond the 100% submittal to the District Office Engineer.

It is understood from conversations with AECOM that all design support required during and beyond the bidding phase will be covered under a separate contract. According to SANBAG, it is understood that the project is currently expected to be bid in mid- to late March 2009. As a result, expected efforts beyond that time are not included in this amendment. If the bid is delayed, an additional amendment may be required, depending on the extent of services needed.

The services performed under this contract amendment are as described below.

## **Work Plan**

### **Project Management**

Meetings will be attended as required, and coordination among team members will be made as necessary. All work will be performed in conformance with the Quality Assurance (QA)/Quality Control (QC) program.

### **Milestone 13 – Additional Effort: Respond to District OE & HQOE comments and Revisions to Stage Construction Design**

TRC's original scope of work ended at the 100% submittal to the District Office Engineer. Since then, coordination has been ongoing to respond to comments on the plans, specifications, and estimates.

Additional efforts were incurred while redesigning the stage construction to accelerate the construction of the 27<sup>th</sup> Street overcrossing and freeway-to-freeway connectors to shorten the overall construction duration. These efforts were unanticipated and resulted from overlapping work segments that had not previously been evaluated for construction concurrently, which required additional design reviews. Additional effort may be needed to further coordinate ramp closures between Segments 1 & 2 and Segments 5 & 11, depending on the timing of

## ATTACHMENT A - SANBAG Contract C04-008 Amendment No.4 Added Work

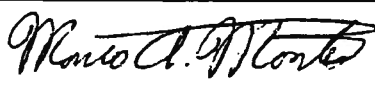
*Scope of Services: Additional Costs for Stage Construction Revisions &  
Services Beyond 100% Submittal to District Office Engineer  
I-215 Segment 5*

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construction. In addition, significant additional effort was expended in detailing pavement transitions and details, in response to comments received through SANBAG.

*Deliverables: Revised plans, specifications, and/or estimates, as required (hardcopy  
and/or electronic)  
Comment responses*

**COST AND PRICE ANALYSIS****SAN BERNARDINO ASSOCIATED GOVERNMENTS**

NAME OF CONSULTANT		TITLE OF PROJECT		
AECOM (DMJM+HARRIS)		I-215 Segment 5/SR210 Segment 11		
Detail Description	Estimated Hours	(Average) Rate/Hour	Total Estimated Cost (\$)	
1. DIRECT LABOR (Specify) SEE CONTINUATION SHEET				
PROJECT MGR/TECHNICAL DIRECTOR	22	\$82.16	1,807.52	
PRINCIPAL/PROJECT ENGINEER	35	\$66.00	2,310.00	
ENGINEER III	155	\$46.00	7,130.00	
ENGINEER II	174	\$37.00	6,438.00	
ENGINEER I	340	\$31.00	10,540.00	
PRINCIPAL BRIDGE ENGR/ENGINEER IV	40	\$58.82	2,352.80	
SENIOR BRIDGE ENGINEER	40	\$49.00	1,960.00	
SENIOR CADD TECHNICIAN	40	\$40.95	1,638.00	
PROJECT CONTROLS	0	\$49.59	0.00	
ADMINISTRATIVE ASSISTANT	10	\$23.00	230.00	
<b>TOTAL</b>		<b>856</b>	<b>\$34,406.32</b>	
2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden (\$)	
	150.00%	\$34,406.32	\$51,609.48	\$51,609.48
3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)				
				\$86,015.80
4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee (\$)	
	10.00%	\$86,015.80	\$8,601.58	\$8,601.58
<b>TOTAL</b>				<b>\$8,601.58</b>
5. OTHER DIRECT COSTS				
Copying/Binding				\$1,515.00
Transportation/Travel				
EMI				\$7,000.00
TRC				\$96,868.00
6. TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)				
				\$200,000
				Say
DATE				
January 28, 2009				



# ATTACHMENT A - SANBAG Contract C04-008 Amendment No.4 Cost Proposal

## I-215 Segment 5 & 11

AECOM (DMJM Harris) - Hour Breakdown

1/28/2009

Amendment 4

Task	Project Mgr/ Tech Dir	Principal/ Proj Engr	Engineer III	Engineer II	Engineer I	Prin Br./Engr IV	Sr. Bridge Engr	Sr. CADD	Project Controls	Admin	Total
Delineator for District 8 Office (7 weeks)	1				280					5	286
Redesign of drainage system - Civil*	10	20	90	120	60					5	305
Redesign of drainage system - Structural*	5	0	65				40	40			150
Sewer relocation design	1	5		54		40					100
Redesign of construction staging	5	10									15
Total	22	35	155	174	340	40	40	40	0	10	856

\*Hours shown are for the Segment 5 portion of the drainage system redesign; a portion of the system is in I215 Segment 2

C:\DATA\Projects\I215\Segment 5\Amend 4 restage+RCB+Cristina\Amend 4.xls  
1/28/2009, 11:08 AM

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 11

**Date:** March 4, 2009

**Subject:** Amendment No. 1 to Construction Cooperative Agreement No. 05-035 with Caltrans for Interstate 10 Mixed Flow Lane Addition in the City of Redlands

**Recommendation:\*** Amendment No. 1 to Construction Cooperative Agreement No. 05-035 with Caltrans for Interstate 10 Mixed Flow Lane Addition in the City of Redlands.

**Background:** This is an amendment to an existing cooperative agreement. SANBAG is the lead agency for the construction of Interstate 10 Mixed Flow Lane Addition in the City of Redlands. This project is substantially complete. As part of the close-out activities, SANBAG has requested and received from the California Transportation Commission (CTC) an allocation of Transportation Congestion Relief Program (TCRP) funds of \$5.704 million to repay a Letter of No Prejudice executed before the start of construction. SANBAG has also requested and received a reallocation of \$277,000 in TCRP funds from the CTC to move unspent funds from the project design phase to the construction phase. The existing construction cooperative agreement reflects the \$5.704 million in ultimate TCRP funding for construction but does not incorporate the additional \$277,000 in added TCRP funding transferred from the design phase. As a result, the construction cooperative agreement needs to be amended to reference this revised funding in order for the funds to be paid to SANBAG. The agreement amendment also extends the termination date of the agreement to the end of calendar year 2009 to provide adequate time for the final accounting to be accomplished.

**Financial Impact:** Item is consistent with current Fiscal Year 2008/2009 budget. TN 860

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*Approved*  
*Board of Directors*

*Date:* March 4, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Board Agenda Item  
March 4, 2009  
Page 2

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 12, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 05-035-01

by and between

San Bernardino County Transportation Authority

and

California Department of Transportation

for

Construction of Interstate 10 Mixed Flow Lane Addition Project

**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>8-1239 A/1</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: This is an amendment to a cooperative agreement with Caltrans

Original Contract: \$ _____	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 0**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 3-2-05 Contract Start: 3-2-05 Contract End: 6-30-09  
 New Amend. Approval (Board) Date: 3-4-09 Amend. Start: 3-4-09 Amend. End: 12-31-09

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
-----------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? \_\_\_\_\_  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Garry Cohoe**

Contract Manager: **Dennis Saylor**

*Garry Cohoe* 2/4/09  
 Task Manager Signature Date  
*Dennis Saylor* 2/5/09  
 Contract Manager Signature Date

Chief Financial Officer Signature Date

08-SBd-10-KP 49.62/53.72  
(PM 30.83/33.38)  
Add mixed flow lane from  
Orange Street to Ford Street in the  
City of Redlands  
EA 474403  
District Agreement No. 8-1239 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 8-1239

This AMENDMENT NO. 1 to AGREEMENT NO. 8-1239, entered into effective on \_\_\_\_\_, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS public entity, referred to  
herein as "SANBAG."

**RECITALS**

1. STATE and SANBAG, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the City of Redlands.
2. The parties hereto entered into an Agreement No. 8-1239, on March 2, 2005, said Agreement defining the terms and conditions of project to construct State Highway improvements consisting of constructing a median widening for one mixed flow lane in each direction including widening of 11 bridges on Route 10 between Orange Street and Ford Street in the City of Redlands, referred to herein as "PROJECT."
3. The parties entered into Agreement No. 8-1151 to cover Project Development phases.
4. By amending Agreement No. 8-1151 A/1 the parties transferred \$1,796,000, of Traffic Congestion Relief Program (TCRP) funds from Phase 4-construction to Phase 2-Plans Specifications and Estimates (PS&E), increasing PS&E estimate to \$4,296,000. Out of that amount parties only spent \$4,019,000 of the TCRP funds in PS&E, which left a remaining balance of \$277,000, which is now being re-transferred to Phase 4-construction of the PROJECT.
5. The expiration date of the agreement will be extended to allow additional time for final accounting invoice payments.

6. Revised Exhibit A will, by this Amendment, be attached and made a part of Agreement No. 8-1239.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Under SANBAG Agrees of Agreement No. 8-1239, Article 11, of Section I is hereby amended to read as follows:

SANBAG's share of the construction cost (estimated to be \$35,332,000) shall be an amount equal to 100% of the total actual construction cost, including the costs of any claims related to the construction contract, the cost of STATE's defense of any of those claims, including those paid as a result of STATE's administrative claims process and/or as an award in arbitration, and the cost of STATE furnished material, if any, as determined after completion of work upon final accounting of costs. PROJECT will be funded using Federal STPL funds, SANBAG Measure I funds, and TCRP funds.

2. Exhibit A of the original Agreement is hereby replaced in its entirety by the attached revised Exhibit A dated January 28, 2009.
3. The termination date specified in Section III, Article 28 of the original Agreement shall now be December 31, 2009, instead of June 30, 2009.
4. All other terms and conditions of said Agreement No. 8-1239 shall remain in full force and effect.
5. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1239.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON  
Director

By: \_\_\_\_\_  
RAYMOND W. WOLFE, PhD  
District Director

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Attorney,  
Department of Transportation

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
District Budget Manager

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
Accounting Administrator

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Attest: \_\_\_\_\_  
VICKI WATSON  
Board Secretary

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
JEAN-RENE BASLE  
Counsel

**EXHIBIT A****Date: January 28, 2009**

\* These funds are covered by Measure I through a "Letter of No Prejudice" in the amount of

TYPE OF FUNDS	FEDERAL (STPL)		(TCRP)*		SANBAG (MEASURE I)		TOTAL
	AMOUNT	%	AMOUNT	%	AMOUNT	%	
Construction Support	\$ 0.00	0	\$ 0.00	0	\$ 3,600,000	100.00	\$ 3,600,000
Construction Capital	\$ 9,300,000	26.32	\$ 5,981,000	16.93	\$ 20,051,000	56.75	\$ 35,332,000
TOTAL	\$ 9,300,000	23.89	\$ 5,981,000	15.36	\$ 23,651,000	60.75	\$ 38,932,000

\$5,704,000, plus the re-distribution of \$277,000 from the PS&E, phase 2, allocation.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 12

**Date:** March 4, 2009

**Subject:** Escrow Agreement with the City of Rialto for the construction and construction management of the I-10/Riverside Avenue Interchange Improvement Project

**Recommendation:\*** Approve Escrow Agreement with the City of Rialto for the construction and construction management of the I-10/Riverside Avenue Interchange Improvement Project.

**Background:** This is a new escrow agreement. SANBAG is acting as the lead agency for the purposes of construction and construction management of the I-10/Riverside Avenue Interchange Improvement Project in the City of Rialto as is stated in the Construction Cooperative Agreement approved by the SANBAG Board of Directors in June of 2008. Being the lead agency, SANBAG will perform all aspects of Advertising, Awarding, and Administering (AAA) the construction and construction management contracts. The Project is expected to receive the Plans, Specifications & Estimates package approval and Right of Way Certification in March 2009 and be advertised for construction in June 2009 with construction to begin in August 2009. The construction management contract was previously awarded to Berg & Associates. This Escrow Agreement will provide the funding mechanism between the City of Rialto and SANBAG to pay the Construction Management firm and the Contractor. Construction of the project is fully funded from a variety of sources including two allocations of Federal IMD funds, Federal DEMO funds from SAFETEA-LU, State Transportation Improvement Program (STIP) funds, and State TCIF (bond) funds.

\*

*Approved  
Board of Directors*

*Date:* March 4, 2009

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** This action is consistent with the current Fiscal Year 2008/2009 budget. TN 841.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 12, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

## SANBAG Contract No. C09149

by and between

San Bernardino County Transportation Authority

and

City of Rialto

for

## I-10 Riverside Interchange Construction and Construction Management Escrow Agreement

**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID <u>RIAL CI</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ _____	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →** \$ \_\_\_\_\_

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>3/4/09</u>	Contract Start: <u>3/4/09</u>	Contract End: _____
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: _____ \$ _____	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ _____
------------------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☐ Yes ☐ No

If yes, which Task includes budget authority? \_\_\_\_\_

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**
☐ Intergovernmental    ☐ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local
Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %Task Manager: **Garry Cohoe**Contract Manager: **Marie Marston**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter "Escrow Agreement") is entered into by and between the CITY OF RIALTO, a California municipal corporation (hereinafter "Depositor"), and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity (hereinafter "Recipient") and \_\_\_\_\_ ("Escrow Agent"). Depositor, Recipient and Escrow Agent are individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

WHEREAS, the Depositor and Recipient entered into that certain Construction Cooperative Agreement dated \_\_\_\_\_ ("Construction Cooperative Agreement") for the purpose of reconstructing interchange improvements at Interstate 10 and Riverside Avenue in the City of Rialto ("Project"), which is incorporated herein and made a part hereof; and

WHEREAS, pursuant to the terms of the Construction Cooperative Agreement, the Depositor has agreed to fund all Project capital and support costs; and

WHEREAS, the Construction Cooperative Agreement requires the Depositor to deposit with the Escrow Agent, in trust, certain sums ("Escrow Funds"), which represent the full amount of the construction bid plus all contingencies and the construction management consultant fees to construct the Project except any contingency; and

WHEREAS, Depositor will borrow a substantial portion of the Escrow Funds from the 2005 Series A Tax Allocation Bond proceeds and the 2008 Series A Tax Allocation Bond proceeds ("Bond" or "Bonds") of the Redevelopment Agency of the City of Rialto ("Agency"), which Bond funds are restricted and, therefore, Depositor requires Recipient to verify that the Escrow Funds will be used for eligible purposes related to this Project only and will be invested in a manner permitted by the indentures of trust for each Bond; and

WHEREAS, the Escrow Agent has agreed to accept, hold, and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement; and

WHEREAS, the Parties have entered into this Escrow Agreement to carry out certain requirements of the Construction Cooperative Agreement relating to the deposit and disbursement of Escrow Funds.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves, their successors and assigns, hereby agree as follows:

#### 1. TERMS

1.1 Recitals. The Parties agree that the recitals are true and correct.

1.2 Appointment of and Acceptance by Escrow Holder. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent for the purpose of this Escrow Agreement. Escrow Agent hereby accepts such appointment and, upon receipt of the Escrow Funds, agrees to hold, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement.

1.3 Creation of Escrow Account. The Escrow Agent hereby creates and establishes an escrow account as a special trust fund separate and apart from any other funds of the Depositor, the Recipient and the Escrow Agent. The Escrow Agent agrees to use the Escrow Funds deposited by City and all earnings thereon solely for the purposes required or permitted by this Escrow Agreement ("Escrow Account").

1.4 Deposit of Escrow Funds. Depositor shall deposit the Escrow Funds into the Escrow Account in increments sufficient to meet Recipients payment obligations. The Escrow Funds shall be increased to include such additional sums authorized by Depositor to pay for change orders approved by Depositor.

1.5 Investment of Escrow Funds. The Escrow Agent shall deposit the Escrow Funds and all other funds received from Depositor into an interest bearing trust account that satisfy Depositor's then existing Investment Policy and the indentures of trust for each Bond issue, as applicable, provided that the interest rate on the proceeds of the Agency's 2005 Bonds may not exceed 4.6301% at this time and the rate on the proceeds of the Agency's 2008 Bonds may not exceed 6.0247% after March 13, 2011 for which Escrow Agent shall use separate accounts. Depositor shall provide a statement to the Escrow Agent with each deposit identifying the source of the funding, and any applicable investment restrictions. Escrow Agent acknowledges receipt of the City of Rialto 2009 Investment Policy and the indentures of trust for each Bond and warrants to comply with same. The interest earned on the Escrow Funds shall be credited to the Escrow Account and shall be for the benefit of Depositor. Escrow Agent acknowledges and agrees that it is only serving as an escrow agent for Depositor and Recipient and that Escrow Agent does not have any interest in the Escrow Assets (defined in Section 2.8) including any setoff or other such rights.

1.6 Request for Disbursement of Escrow Funds. Recipient shall be entitled to receive disbursements from the Escrow Funds only in the manner as set forth herein. In order to receive any disbursement from the Escrow Funds, the Recipient shall submit a written request on the form attached hereto as Exhibit A (the "Disbursement Request"). The Disbursement Request shall contain, at a minimum, the following information: (a) the date of the request, (b) the amount of funds requested, (c) the percentage of the Project completed for the period represented by the amount of the requested disbursement, (d) the total percentage of the Project completed from the commencement of the Project to the period represented by the amount of requested disbursement, (e) the Cal Trans project number - EA42270, (f) the verification of the Recipient that it has prepared or reviewed the Disbursement Request, that the amount so requested is only for work performed on the Project, and that said amount represents the correct amount then due for the percentage of the Project completed for the period represented by amount of the requested disbursement, (g) the amount to be paid to the

contractor and the amount to be retained from the contractor and (h) the amount to be withheld from the contractor and retained by the Escrow Agent until authorized to be released to the contractor. The Recipient also shall attach all invoices from the prime contractor for the construction work completed; from the construction manager and other miscellaneous procurement related to the project. Recipient shall submit each Disbursement Request and attachments to the Escrow Agent and Depositor concurrently.

1.7 Disbursement of Escrow Funds. Escrow Agent is instructed to disburse amounts from the Escrow Account on the tenth (10) business day after it has received a Disbursement Request prepared and submitted by Recipient in accordance herewith unless Depositor submits a written objection to the Escrow Agent as to any such Disbursement Request within said ten (10) day period provided that Depositor may only object on the basis that a Disbursement Request fails to comply with the elements of a Disbursement Request set forth in Paragraph 1.6. In the event Depositor objects to any Disbursement Request, Depositor shall provide a copy of its written objection to Recipient and shall, concurrently therewith, authorize Escrow Agent to release all undisputed amounts to Recipient from the Escrow Account.

1.8 Limitation on Disbursement. Escrow Agent shall not be obligated to make disbursements which exceed the balance of Escrow Funds held by Escrow Agent in the Escrow Account under this Escrow Agreement. Depositor and Recipient covenant and agree to hand Escrow Agent any funds, instruments or information it may require to enable Escrow Agent to comply with this Escrow Agreement, and further agree that Escrow Agent is authorized to withhold any disbursement pending its receipt of such funds, instruments or information.

1.9 Records; Statements. Escrow Agent shall maintain complete and accurate records with respect to receipt and disbursement of Escrow Funds from the Escrow Account established pursuant to this Escrow Agreement. All such records shall be clearly identifiable. Escrow Agent shall allow a representative of Depositor, Recipient or their respective representatives during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Escrow Agreement. Escrow Agent shall maintain all data, documents and records related to this Escrow Agreement, Escrow Funds and Escrow Account and allow inspection of said materials for a period of seven (7) years from termination of this Escrow Agreement. Escrow Agent shall provide monthly account statements by mail to Depositor and Recipient.

1.10 Fees of Escrow Agent. The Escrow Agent's fees and costs with respect to the services to be rendered by the Escrow Agent in carrying out the provisions of this Escrow Agreement shall be paid by Depositor. The Escrow Agent shall have no lien whatsoever upon the Escrow Funds or any interest, earnings or income related thereto ("Escrow Assets") in the Escrow Account for the payment of such fees and expenses except as provided in Section 1.12 below.

1.11 Termination of Escrow. This Escrow Agreement and the obligations herein shall terminate upon delivery to the Escrow Agent of joint written instructions from Depositor and Recipient. Upon receipt of said notice, Escrow Agent shall disburse any remaining Escrow Assets to Depositor. If Escrow Agent has not received any written request for an extension, a notice of termination or received any disbursement request specified herein for the distribution of Escrow Funds within three (3) years of the date hereof, this Escrow Agreement shall automatically terminate and Escrow Agent shall transfer the Escrow Assets to Depositor. Except as provided in Section 1.9 above, Escrow Agent shall be discharged from any further duty or responsibility in connection with this Escrow Agreement upon its termination.

1.12 Suspension of Performance; Determination of Rights. Should there arise (i) any dispute between Depositor and Recipient with respect to the holding or disposition of all or any portion of the Escrow Funds; (ii) questions as to the construction of any of the provisions hereof or (iii) questions as to the obligations of Escrow Agent hereunder, the Escrow Agent shall take the following actions:

(a) Suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or

(b) Petition (by means of a suit in interpleader or declaratory relief) any court of competent jurisdiction for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, or any third party claiming by or under them as a result of Escrow Agent's suspension of performance or decision to petition any court of competent jurisdiction.

1.13 Liability of Escrow Agent. The Parties acknowledge and agree that Escrow Agent shall not, in any manner or theory, be responsible nor liable for:

(a) Document Validity. The sufficiency, evaluation, genuineness or validity of any document or writing deposited with it, nor for forms, terms, contents or execution, nor the identity, authority or rights of the party(s) therein; nor,

(b) Forgery, Acts or Omissions, Mistake of Fact. Any liability or loss occurring by reason of: forgery or false representation; the exercise of Escrow Agent's discretion in any particular manner; any action taken or omitted by it in good faith and believed by it to be authorized within its rights and powers hereunder, or in accordance with advice of its counsel; nor for mistakes of fact or errors of judgment unless caused by its own willful misconduct or negligence; nor,

(c) Completion. Liability or responsibility for real property acquisition or the satisfactory completion of the Project, nor the adequacy of Escrow Funds deposited for these purposes; nor,

(d) Third Party Acts. Any liability that arises as a result of any act or omission by Depositor, Recipient, or third party(s); nor,

(e) Taxes. For the determination, notice or payment of any tax assessed to, due from or payable by any party, including without limitation, withholding, income, personal property, corporate, business, sales, real estate, employer or license tax of any kind; nor,

(f) Government Compliance. For the determination of whether the proposed Project satisfies or complies with governmental requirements, or will be constructed in accordance with certificates, permits, building inspections or other governmental consents and approvals; nor,

(g) Toxic Substances. Any inquiry, investigation, determination or remediation of actual or potential existence, if any, of hazardous materials or toxic substances on, in, under or about the Project or adjacent thereto, or which may be contained in construction materials and products; nor,

(h) Excluded Acts. For any act, duty or obligation not expressly required of Escrow Agent by this Escrow Agreement, nor for liability based on any relationship other than that of an escrow agent.

1.14 Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to Depositor and Recipient. Upon receipt of such notice, Depositor shall appoint a successor escrow agent in writing and delivered to Escrow Agent. Thereupon, Escrow Agent shall deliver the Escrow Assets in its custody to such successor escrow agent and all responsibility of Escrow Agent under this Escrow Agreement shall terminate; provided, however, Escrow Agent's obligations under this Escrow Agreement shall not terminate until delivery of the Escrow Assets to the successor escrow agent. If the Depositor and Recipient fail to appoint a successor escrow agent, the Escrow Agent shall deliver all Escrow Assets in its custody according to written instruction from Depositor or, in the absence of such instruction, to a court of competent jurisdiction.

## 2. ENFORCEMENT OF AGREEMENT

2.1 Governing Law and Venue. This Escrow Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Escrow Agreement shall be deemed to have been made in the County of San Bernardino, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Escrow Agreement shall be conducted in a federal or state court located within or for the County of San Bernardino, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of San



Bernardino, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

2.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent or approval of any act by another Party requiring the former Party's consent or approval shall not be deemed to waive or render unnecessary the former Party's consent to or approval of any subsequent act of the latter. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Escrow Agreement.


2.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Escrow Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

2.4 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Escrow Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Escrow Agreement.

### 3. MISCELLANEOUS

3.1 Construction; References; Captions. Since the Parties or their agents have reviewed this Escrow Agreement, the language of this Escrow Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Escrow Agent include its personnel, employees, and agents, except as otherwise specified in this Escrow Agreement. All references to Depositor and Recipient include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Escrow Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Escrow Agreement.

3.2 Notice. Any notice, demand, request, consent, approval, communication that any Party desires or is required to give the other Parties or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. A Party may change its address by notifying the other Parties of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To Depositor:	To Recipient:	To Escrow Agent:
CITY OF RIALTO	SAN BERNARDINO TRANSPORTATION AUTHORITY	UNION BANK OF CALIFORNIA
150 S. Palm Avenue Rialto, CA 92376	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor, San Bernardino, CA 92410	120 S. San Pedro Street, Suite 400, Los Angeles, CA 90012
Attention: Ahmad R. Ansari, P.E., Public Works Director/City Engineer	Attention: Gary C. Ovitt, Board of Directors	Attention: N. Badawi, Corporate Trust Department
Copy to:	Copy to:	Copy to:
Jimmy L. Gutierrez		
12616 Central Avenue Chino, CA 91710	1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor, San Bernardino, CA 92410	120 S. San Pedro Street, Suite 400, Los Angeles, CA 90012
Attention: City Attorney	Attention: General Counsel	Attention: General Counsel

3.3 Integrated Agreement. This Escrow Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Escrow Agreement.

3.4 Amendment. This Escrow Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties.

3.5 Counterparts. This Escrow Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Escrow Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Escrow Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

3.7 Authority. The persons executing this Escrow Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Escrow Agreement on behalf of said Parties and that by so executing this Escrow Agreement the Parties hereto are formally bound to the provisions of this Escrow Agreement.

3.8 Independent Representation by Counsel. The Parties represent and declare that in executing this Escrow Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Escrow Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

3.9 Binding Effect. This Escrow Agreement shall bind and inure to the benefit of the Parties and their heirs, successors and assigns.

**CITY OF RIALTO, a California  
municipal corporation**

By: \_\_\_\_\_  
Grace Vargas, Mayor

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Barbara McGee, City Clerk

ATTEST AS TO LEGAL FORM:

CITY ATTORNEY

By: \_\_\_\_\_  
Jimmy L. Gutierrez

**ESCROW AGENT:**

By: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a public entity**

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Board Secretary

ATTEST AS TO LEGAL FORM:

By: \_\_\_\_\_  
General Counsel

Dated: \_\_\_\_\_

## REQUEST FOR PAYMENTS FROM ESCROW AGENT-UNION BANK

TO:		PROJECT:		DISTRIBUTION TO:	
Union Bank of California, Attn: N. Badawi, Corporate Trust Dept 120 S. San Pedro Street, Ste. 400, Los Angeles CA 90012		Modify interchange and ramps, reconstruct bridge freeway overcrossing from five lanes to nine lanes on the Interstate 10 at Riverside Avenue in the City of Rialto.		<input type="checkbox"/> SANBAG <input type="checkbox"/> CITY <input type="checkbox"/> UNION BANK	
City of Rialto, Attn: Public Works Director, Ahmad Ansari 150 S. Palm, Rialto, CA 92376		STATE PROJECT NO.: HP21LN-5205(005) STATE E.A. NO.: EA42270 CONTRACT FOR: CONSTRUCTION OF I-10 RIVERSIDE IMPROVEMENTS		PAYEE:	
FROM:					
San Bernardino Associated Governments 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410					

## SANBAG APPLICATION FOR PAYMENT (Note 1)

CHANGE ORDER SUMMARY					
Change orders approved in previous months			ADDITIONS	DEDUCTIONS	
Total			\$0.00	\$0.00	
Approved this Month (Note 1)					
Number		Date Approved	\$0.00		
2 (line 1.02 Field Work)					
TOTALS			\$0.00	\$0.00	
Net change by Change Orders					\$0.00

The undersigned certify that it has prepared or reviewed the Disbursement Request and the amount so requested is only for work performed on the I-10 Riverside Interchange Improvement Project and that said amount represents the correct amount due for the percentage of the Project completed for the period represented by the requested disbursement; that all amounts have been paid by the Escrow Agent for which previous Requests for Payment were submitted, and that current payments shown herein are now due.

Approved for Payment and Submitted by Project Manager:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

Approved by SANBAG:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

## Notes:

1. All detail invoices from vendors should be attached to the copy of the Request for Payment sent to the City of Rialto.
2. All Payment Claims are to be sent concurrently to the Union Bank and the City of Rialto.
3. All Retention Payments for Construction are to be held by Union Bank, Escrow Account. Retention payment will be release upon written notification authorized by both the City of Rialto and SANBAG.

Application is made for Payment, as shown below, in connection with the Contracts.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2).....	\$0.00
4. TOTAL COMPLETED TO DATE.....	\$0.00
5. RETAINAGE:	
a. 10 % of Construction \$ _____ (Note 3)	
b. 10 % of All Other Construction \$ _____ (Note 3)	
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS PAYMENTS	\$0.00
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH	\$0.00
(Line 3 Less Line 4)	
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$0.00
(Line 9 plus Line 5a plus Line 5b)	

Form B  
Request for Disbursement of Funds for I-10 Riverside Interchange Improvement Project

DATE OF REQUEST:

Modify interchange and ramps, reconstruct bridge freeway overcrossing from five lanes to nine lanes on t PERIOD FROM - TO:

City of Rialto, Attn: Public Works Director, Ahmad Ansari n, Rialto, CA 92376		Vendor (s)		Approved Original Budget		Approved Budget Changes		Revised Budget		Total Completed Prior Requests		Total Completed This Request		Total Completed to Date		% Complete		Total Contract Balance		Retention Factor %	
#	Work Description																				
1.01	Task 1	Vendor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
1.02	Task 2	Vendor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.01	Task 1	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.02	Task 2	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.03	Task 3	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.04	Task 4	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.05	Task 5	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.06	Task 6	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.07	Task 7	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.08	Task 8	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.09	Task 9	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.10	Task 10	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.11	Task 11	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.12	Task 12	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.13	Task 13	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
2.14	change order no. 02 contract adj	Contractor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
3.00	Task 1	Vendor Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
4.01	pre-construction phase (40%)	Consultant Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
4.02	construction phase services	Consultant Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
4.03	final retention-construction phase	Consultant Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
4.04	Task 4	Consultant Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
5.00	General Conditions	Consultant Name		\$		\$		\$		\$		\$		\$		#DIV/01		\$		0.0%	
5.00	Contingency	(various as needed)		\$		\$		\$		\$		\$		\$		#DIV/01		\$		10.0%	
Totals		\$0.00		\$		\$		\$		\$		\$		\$		#DIV/01		\$		#DIV/01	

Approved for Payment by Construction Management:

Name, Title \_\_\_\_\_ Date \_\_\_\_\_

Approved for Payment by SANBAG:

Name, Title \_\_\_\_\_ Date \_\_\_\_\_

[illegible]

## Retention Accounting

DATE OF REQUEST:

**Modify Interchange and ramps, reconstruct bridge freeway overcrossing from five lanes to nine lanes on the PERIOD FROM - TO:**

**Held by Escrow Agent**

**City of Rialto, Attn: Public Works Director, Ahmad Ansari  
150 S. Palm, Rialto, CA 92376**

[illegible]

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 13

**Date:** March 4, 2009

**Subject:** I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

**Recommendation:**\* Approve Cooperative Agreement No. C09145 with RCTC for preparation of Project Approval and Environmental Document (PA&ED) for the I-215 Bi-County HOV Gap Closure Project

**Background:** At the January 15, 2009 Major Project Committee meeting, staff recommended that SANBAG and RCTC enter into a Cooperative Agreement to establish a bi-county partnership and to proceed with sharing costs and project development responsibilities for the PA&ED phase of the subject project. The Major Projects Committee approved the recommendation with staff's intention to tender the equivalent recommendation at the February 2009 Board meeting. Although RCTC and SANBAG worked cooperatively to reach a consensus on the final provisions of the Cooperative Agreement, the Cooperative Agreement was not final and ready for approval at the February 2009 Board meeting. Therefore, staff recommended the Board defer the approval of the Cooperative Agreement until it was final. On February 4, 2009, the Board approved this recommendation, including the approval of a Budget Amendment to include the subject project as a new Task and to make it a priority for SANBAG to commit funds to it.

SANBAG and RCTC have reached a consensus on the final provisions of the subject Cooperative Agreement and staff recommends the approval of the Cooperative Agreement. In consort with SANBAG, the RCTC Commission approved the Cooperative Agreement at its February 2009 meeting.

*Approved*  
*Board of Directors*

*Date:* March 4, 2009

*Moved:*                      *Second:*

*In Favor:*              *Opposed:*              *Abstained:*

*Witnessed:* \_\_\_\_\_



It is recommended the existing bi-county Cooperative Agreement between the two agencies remain in place as the interchange improvements at the Washington Street and Barton Road are connected to this agreement. Also, RCTC is requesting that studies on the ultimate improvements be continued to allow for the completion of a Project Study Report.

The estimated cost to complete the PA&ED phase of the subject project is \$6,120,000, with SANBAG's share being \$4,814,604 and RCTC's share being \$1,305,396.

***Financial Impact:*** This item is consistent with the adopted Fiscal Year Budget 2008/2009, as amended.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09145  
by and between  
San Bernardino County Transportation Authority  
and  
Riverside County Transportation Commission  
for the

Preparation of Project Approval and Environmental Documents  
For the I-215 Bi County HOV Gap Closure Project

**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable  <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u>  Vendor ID <u>RCTC</u>	Retention: <input type="checkbox"/> Yes ____% <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original  <input type="checkbox"/> Amendment
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Notes:

Original Contract:      \$ <u>1,305,396</u>	Previous Amendments Total:      \$ <u>0</u>
	Previous Amendments Contingency Total:      \$ <u>0</u>
Contingency Amount:      \$ <u>0</u>	Current Amendment:      \$ <u>0</u>
	Current Amendment Contingency:      \$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →**

**\$ 1,305,396**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>839</u>	<u>5554</u>	<u>RCTC</u>	<u>09145</u>	<u>\$ 1,305,396</u>

Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>426,600</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>878,796</u>
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No  
 If yes, which Task includes budget authority?    839  
 If no, has the budget amendment been submitted?    ☐ Yes    ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☒ Intergovernmental   
 ☐ Private   
 ☐ Non-Local   
 ☒ Local   
 ☐ Partly Local  
 Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_%

Task Manager: **Garry Cohoe**

Contract Manager: **Gilbert Betancourt**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**COOPERATIVE AGREEMENT NO. C09145**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**FOR THE**  
**PREPARATION OF PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS**  
**FOR THE**  
**I-215 BI COUNTY HOV GAP CLOSURE PROJECT**

This Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between San Bernardino County Transportation Authority, hereinafter referred to as "AUTHORITY" and the Riverside County Transportation Commission, hereinafter referred to as "COMMISSION", and sometimes collectively hereinafter referred to as "PARTIES". This agreement defines the roles and responsibilities of AUTHORITY and COMMISSION for the preparation of Project Approval and Environmental Documents, hereinafter referred to as "PA&ED", for the I-215 Bi County HOV Gap Closure Project between the I-215/SR-60/SR-91 and I-215/Orange Show Road Interchanges in the counties of San Bernardino and Riverside, hereinafter referred to as the "PROJECT".

**WITNESSETH**

WHEREAS, the scope of the PROJECT is to construct an HOV lane in each direction by reconstructing the inside and outside shoulders and restriping the lanes resulting in a varying width inside shoulder, one 11 foot HOV lane with no buffer, two 11 foot mixed flow lanes, one 12 foot outside mixed flow lane, and a varying width outside shoulder in each direction, as illustrated in **Figure 1 – I-215 Bi County HOV Gap Closure Project: Typical Cross Section**; and

WHEREAS, the COMMISSION and AUTHORITY mutually agree AUTHORITY shall be the lead agency on the PROJECT for the PA&ED phase of the project; and

WHEREAS, AUTHORITY and COMMISSION desire to cooperate in the PROJECT.

NOW, THEREFORE, AUTHORITY and COMMISSION agree to the following:

**SECTION I Financial Responsibilities**

- a) The total PROJECT cost is estimated at \$167,463,209. This estimate includes Construction, R/W Capital, and Project Support costs.
- b) The PA&ED phase of the PROJECT is estimated to cost \$6,120,000 and is the monetary obligation amount of this Agreement. The remaining \$161,343,209 is a future obligation subject to change and will be part of an independent, separate agreement.
- c) All costs incurred in the preparation of the PA&ED shall be borne 78.67% by AUTHORITY and 21.33% by COMMISSION, regardless of what the ultimate project cost within each county may be.
- d) COMMISSION agrees to reimburse AUTHORITY for its share of PA&ED cost estimated at one million three hundred five thousand three hundred ninety-six (\$1,305,396) as detailed in **Table 1 – I-215 Bi County HOV Gap Closure Project Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION.**
- e) AUTHORITY agrees its share of PA&ED cost is estimated at four million eight hundred fourteen thousand six hundred four (\$4,814,604) as detailed in **Table 1 – I-215 Bi County HOV Gap Closure Project Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION.**
- f) The cost estimate for PA&ED (refer to Table 1) is an “estimate” to be used for budgetary and planning purposes and it is understood that there is a potential for cost increases or decreases.
- g) The monetary obligation identified in this agreement and agreed to by AUTHORITY and the COMMISSION is a not to exceed obligation and neither AUTHORITY nor the COMMISSION may exceed this obligation unless both PARTIES obtain the necessary budget amendment authorization from their respective governing bodies.
- h) AUTHORITY and COMMISSION shall be responsible for their own administrative and management costs.
- i) AUTHORITY shall bear the burden of contract administration.
- j) AUTHORITY and COMMISSION agree to independently develop their funding plan for their share of PROJECT costs, execute funding agreements, and secure funds.
- k) AUTHORITY shall comply with all requirements set forth in the Cooperative Agreement to be entered into with Caltrans.

## **SECTION II Project Management/Administration**

- a) **AUTHORITY shall serve as the lead agency on the PROJECT with responsibility to enter into a Cooperative Agreement with Caltrans for the PA&ED phase of the project.**
- b) **Caltrans is the PROJECT approving agency. The PROJECT shall be approved by Caltrans, including all PROJECT submittals.**
- c) **AUTHORITY shall render project management services and provide engineering support services utilizing AUTHORITY's available staff which will be supplemented with consultants that are specifically procured for the PROJECT.**
- d) **AUTHORITY shall procure the necessary professional services to complete the PA& ED phase of the PROJECT. AUTHORITY shall require that all consultants engaged by AUTHORITY for the PA&ED phase of the PROJECT add and maintain, for the duration of this Agreement, the COMMISSION as an additional insured under all insurance policies required by AUTHORITY pursuant to the terms of AUTHORITY's agreements with such consultants. AUTHORITY shall also require such consultants to add COMMISSION as an indemnified party under the indemnification provision(s) contained in such consultant agreements.**
- e) **COMMISSION shall designate a Project Manager to represent COMMISSION, and AUTHORITY shall designate a Project Manager to represent AUTHORITY through whom all communications between the two agencies shall be channeled.**
- f) **AUTHORITY agrees to permit COMMISSION to monitor and participate in the procurement of professional services required for the PROJECT.**
- g) **AUTHORITY, prior to commencing work on PROJECT, shall provide the COMMISSION with a proposed project schedule to complete the PROJECT.**
- h) **AUTHORITY shall coordinate and conduct project development team meetings on a monthly basis to provide the COMMISSION with a PROJECT update that includes schedule updates, cost updates, scope updates, status of action items, and status of issues/concerns.**
- i) **COMMISSION agrees its Project Manager shall be responsible for preparing COMMISSION staff reports for COMMISSION council consideration.**
- j) **AUTHORITY shall provide PROJECT submittals to the COMMISSION at appropriate stages of PROJECT development for review and comment.**
- k) **COMMISSION's Project Manager shall be responsible for distributing PROJECT submittals for review and comment by the COMMISSION.**
- l) **COMMISSION's Project Manager shall transmit all review comments to AUTHORITY within 10 working days after the submittal is received by the COMMISSION. If**

comments are not provided by the 10th working day, AUTHORITY will deem the submittals reviewed by COMMISSION and shall notify the COMMISSION of its intention to move forward with PROJECT execution. The COMMISSION agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring COMMISSION review and comment.

- m) AUTHORITY shall bill the COMMISSION on a monthly basis for reimbursement on PA&ED PROJECT expenditures. The bill to the COMMISSION shall contain copies of invoices paid by AUTHORITY and the invoices shall contain supporting documentation for expenditures associated with labor, other direct costs, and subconsultants.
- n) COMMISSION agrees to pay all approved charges of AUTHORITY's invoice within 30 days of receipt of invoice.

### **SECTION III PA&ED**

- a) The scope of this Agreement strictly applies to the work necessary for the PA&ED phase of the PROJECT. Any work beyond what is necessary for PA&ED of the PROJECT shall be part of an independent, separate agreement between the PARTIES and the terms and conditions of this Agreement shall not apply.
- b) AUTHORITY shall be the lead project manager for the PA&ED phase of the PROJECT.
- c) AUTHORITY shall prepare a combined PSR/PR and ED in accordance with Caltrans Project Development Procedures Manual (PDPM) and Standard Environmental Reference (SER). The PSR/PR and ED shall be submitted to the COMMISSION for COMMISSION's review and concurrence at appropriate stages of development.
- d) AUTHORITY shall prepare Geometric Approval Drawings (GADs) and the corresponding Mandatory and Advisory Fact Sheets for the approved PROJECT. The GADs and Fact Sheets shall be submitted to the COMMISSION for review and concurrence at appropriate stages of development.
- e) AUTHORITY and COMMISSION agree the deliverables for the PA&ED phase of the PROJECT are as follows,
  - i) Combined PSR/PR
  - ii) Environmental Document
  - iii) Geometric Approval Drawings
  - iv) Mandatory Fact Sheets
  - v) Advisory Fact Sheets
- f) AUTHORITY agrees to have the PA&ED documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared

by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports, and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.

- g) In the event that AUTHORITY, in the process of environmental or design investigative studies, discovers hazardous material sites on existing and proposed Caltrans right of way and the Federal, State, or local agency having jurisdiction over those hazardous material sites orders the remediation of that contaminated site and any plume leading to or from that site, AUTHORITY shall immediately notify the COMMISSION. AUTHORITY shall evaluate with the COMMISSION the impact on costs of PROJECT for required remedy or remedial action of all hazardous material found in existing and proposed Caltrans right of way required for construction of PROJECT. This evaluation shall constitute part of the PA&ED PROJECT costs.

#### **SECTION IV Miscellaneous**

- a) Notices – Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address.

- i) Riverside County Transportation Commission

Mailing Address

P.O. Box 12008

Riverside, CA 92502-2208

Attention: Marlin Feenstra, Director of Project Delivery

Physical Address

4080 Lemon Street, 3<sup>rd</sup> Floor

Riverside, CA 92501

Attention: Marlin Feenstra, Director of Project Delivery

- ii) San Bernardino Associated Governments  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attention: Garry Cohoe, Director of Freeway Construction

- b) Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- c) Assignment – Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- d) Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- e) Waiver – No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- f) Attorneys Fees – If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys fees directly arising from any third party legal action against a Party hereto and payable under the indemnification provisions of this Agreement.
- g) AUTHORITY shall make all PROJECT work performed by AUTHORITY available for review and comment by the COMMISSION and AUTHORITY and COMMISSION shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- h) Neither COMMISSION nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless COMMISSION and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- i) Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction conferred upon COMMISSION and arising under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by COMMISSION under this Agreement.
- j) In the event AUTHORITY and the COMMISSION are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations



under this Agreement, the AUTHORITY and/or the COMMISSION shall indemnify the other to the extent of its comparative fault.

k) Termination

i) Termination for Cause

(1) Any Party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other Party. The Party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, this Agreement may be terminated as to that Party deemed to be in breach of this Agreement.

ii) Termination for Convenience

(1) In the event either Party terminates the agreement for convenience, the Party terminating the agreement for convenience shall furnish a thirty (30) day written notice to the other Party.

iii) Force Majeure

(1) If, due to act of God, fire, flood, storm, inclement weather, earthquake, drought, acute restrictions or riot, war or insurrection, plant or animal infestation or disease, sudden or severe energy shortage, strike, work stoppage, work slowdown or other concerted job action, terrorist action or other condition of emergency or disaster beyond the control of either Party which makes performance of any of its obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

iv) Termination Costs

(1) If COMMISSION terminates this Agreement, COMMISSION shall pay to AUTHORITY all approved costs incurred by AUTHORITY, including AUTHORITY's share paid to date, and costs to be incurred as a result of terminating the agreement. If AUTHORITY terminates this Agreement, AUTHORITY shall pay to COMMISSION all costs incurred by COMMISSION, including costs to be incurred as a result of terminating the agreement. Notwithstanding the foregoing, if this agreement is terminated for cause, the non-breaching party shall not be liable for any costs incurred as a result of such termination.

l) In the event of any conflict between the Agreement and Exhibit(s), Table(s), Figure(s) attached to the Agreement and incorporated by reference, the Agreement shall take precedence over the Exhibit(s), Table(s), and Figure(s).

m) Any amendment to this Agreement, amendment to the consultant contract(s), or significant change in the PROJECT scope or cost must be agreed to by both parties in

writing.

- n) This Agreement shall terminate upon completion of PROJECT PA&ED obligations of AUTHORITY and the delivery of required PROJECT documents to the COMMISSION, or on December 31, 2011, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- o) There are no third party beneficiaries, and this agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be entered into as of the date set forth above.

**"COMMISSION"**  
Riverside County Transportation  
Commission

**"AUTHORITY"**  
San Bernardino County Transportation  
Authority

By: \_\_\_\_\_  
Jeff Stone  
Chair  
RCTC

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Attest: \_\_\_\_\_  
Jennifer Harmon  
Clerk of the Board

Attest: \_\_\_\_\_  
Vicki Watson  
Board Secretary

Approved As To Form And Procedure:

Approved As To Form And Procedure:

By: \_\_\_\_\_  
BB&K  
Legal Counsel

By: \_\_\_\_\_  
Jean-Rene Basle  
AUTHORITY's Counsel



**Table 1 - I-215 Bi County HOV Gap Closure Project - Cost Estimate and Cost Share Breakdown Between AUTHORITY and COMMISSION**

Cost Estimate	Sub-Total
PSR/PA&ED	\$ 6,000,000
PS&E	\$ 9,600,000
R/W & Utilities	\$ 5,000,000
Construction	\$ 115,000,000
CM incld Surveying & Material Testing	\$ 14,400,000
<b>Sub-Total</b>	<b>\$ 150,000,000</b>

Expenditure Plan	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	Total
PSR/PA&ED	\$ 2,000,000	\$ 4,000,000					\$ 6,000,000
PS&E			\$ 6,400,000	\$ 3,200,000			\$ 9,600,000
R/W & Utilities			\$ 2,500,000	\$ 2,500,000			\$ 5,000,000
Construction Phase				\$ 32,350,000	\$ 64,700,000	\$ 32,350,000	\$ 129,400,000
<b>Sub-Total</b>	<b>\$ 2,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ 8,900,000</b>	<b>\$ 38,050,000</b>	<b>\$ 64,700,000</b>	<b>\$ 32,350,000</b>	<b>\$ 150,000,000</b>
Year	0	1	2	3	4	5	
Inflation Rate	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
Inflation Factor	1.00000	1.03000	1.06090	1.09273	1.12551	1.15927	
<b>Escalated Cost</b>	<b>\$ 2,000,000</b>	<b>\$ 4,120,000</b>	<b>\$ 9,442,010</b>	<b>\$ 41,578,262</b>	<b>\$ 72,820,420</b>	<b>\$ 37,502,516</b>	<b>\$ 167,463,209</b>

<b>Cost Share Breakdown</b>							
COMMISSION (21.33% Share)	\$ 426,600	\$ 878,796	\$ 2,013,981	\$ 8,868,643	\$ 15,532,596	\$ 7,999,287	\$ 35,719,902
AUTHORITY (78.67% Share)	\$ 1,573,400	\$ 3,241,204	\$ 7,428,029	\$ 32,709,619	\$ 57,287,824	\$ 29,503,230	\$ 131,743,306
<b>Escalated Cost</b>	<b>\$ 2,000,000</b>	<b>\$ 4,120,000</b>	<b>\$ 9,442,010</b>	<b>\$ 41,578,262</b>	<b>\$ 72,820,420</b>	<b>\$ 37,502,516</b>	<b>\$ 167,463,209</b>